

1897-043 Chancery Causes: Francis A. Muncy vs. Cowan McClung & Co] &
Lee Co. Cowan McClung & Co] & Co vs. M. E. Woodward
George H. Ely vs. M. E. Woodward & Co

Folder 192

Muncy, Weston, Cowan, McClung, Ray, Thomas, Woodruff, Gibbons,
W. W. Woodruff & Co] Blankenship, Rhea, Chance, Seals, Hurdshell,
Green, Harris, Hobbs, Gaines, Wynn, Ellerson, Ellison

CA-Debt

T-Property

-Deed

To the Honorable W. T. Miller, Judge of the Circuit Court
of Lee County, Virginia:-

Humbly complaining, your orator, Frances A. Muncy, would
respectfully represent and shew unto your honor, that on the
12th day of June 1888, he was seized and possessed in fee of
two certain ^{on parcels} tracts of land, lying and being in said county,
and on said day he sold and conveyed the same to ^{the} M. E. Wood-
ward for the contract price of one thousand and fifty dollars,
all of which will more fully appear by the deed of himself ~~and~~
and wife to said Woodward for said land, of record in the ~~first~~
Clerk's office for the County Court of said county, a copy of
which is herewith filed as part hereof marked "A." For the ~~the~~
purchase price of said land, said ^{the} M. E. Woodward on the 12th
day of June 1888, executed and delivered to your orator, her
and J. W. Woodward's six several notes, one for \$350.00 due
Jan. 1, 1889; one for \$150.00 due Jan. 1, 1890, with interest
from January 1st, 1889, one for one hundred and fifty dollars
due January 1st, 1891, with interest from January 1st, 1889; one
for \$150.00 due January 1st, 1892, with interest from Jan.
1st, 1889; one for \$150.00 due January 1st, 1893, with interest
from January 1st, 1889; and one for \$100.00 due 1st, 1894, with
interest from January 1st, 1889; of these several notes only ~~the~~
^{the} first and the last ones above mentioned have been paid, and
the following amounts have been paid on the note due Jan.
1st, 1891, to wit: Feb. 1st, 1891, \$10.00, March 15, 1891, \$7.00, ~~Oct.~~
February 25, 1892 \$14.72; January 1st, 1893 \$3.00; Oct. 12,
1893, \$66.41; Oct. 12, 1893, \$43.65; and Jan. 1st, 1894, \$20.75; and
the entire balance of the said purchase money is yet due
your orator and yet unpaid, as will be more fully seen by an
inspection of the said notes which will in due time be filed
herewith as part hereof, marked "2", "3", "4", "5", ^{respectively.} Your orator
in his said deed conveying said land reserved his vendor's lien
therein to secure the payment of said purchase money as will
appear by reference to the said deed. Now your ^{Orator} ~~orator~~ will
further represent and show unto your Honor that one, J. M.
Weston, deputy for C. E. Flanary, Sheriff of Lee county, has ad-
vertised at the front door of the court house of the said county

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and in the vicinity of the said land that he will on the ^{24th}~~21st~~ day of January, 1895, at the front door of the court house of the said county proceed to sell said two tracts of land for cash in hand pursuant to orders of your Honor's court in ~~an~~ attachment proceedings by Cowan McClung & Co. vs. M.E. Woodward and G.H. Ely, and W.W. Woodruff & Co. vs. the same parties - copies of said advertisements are here filed as part hereof marked "B" & "C" respectively, and your Honor will see by inspection thereof that said deputy Sheriff does not propose to sell a sufficiency only of said tracts of land to pay the amount of the two judgments in the two causes as by said judgments he was directed but proposes to sell the two tracts entire, copies of which two judgments and the orders under which he is proceeding, or should proceed, are herewith filed as part hereof, marked "D" & "E" respectively. Your orator further alleges that the said Deputy Sheriff has not sold the 8000 feet of walnut lumber levied on by ^{him} under the attachments in the said causes, as he must do before proceeding to sell any real estate as required under section 2982 of the Code of 1887. Now the object of this bill is to enjoin, restrain and inhibit the said J.M. Weston, Deputy Sheriff as aforesaid, and the said Cowan, McClung & Co., W.W. Woodruff & Co. from further proceeding to sell the said tracts of land until the future order of your Honor's court; and if necessary that an account of liens against said land and their priorities be taken and reported to your Honor's court, and that your orator be decreed the ^{amount}~~amount~~ due him as purchase money on the said land as a lien prior to all others, and that the said land, ~~if~~ ~~be~~ sold in such a manner and upon such terms as are legal, and such as will prevent a sacrifice thereof and that will protect all persons interested according to their rights in the subject matter. ^{and the proceeds thereof applied to the payment of said liens in the} To this end he asks that the said J.M. Weston, Deputy Sheriff as aforesaid, Jas. D. Cowan, C.J. McClung, Mathew McClung, R.M. Ray and Jacob ~~L.~~ Thomas, merchants and partners in trade under the firm name of Cowan, McClung & Company, W.W. Woodruff and W.E. Gibbons, merchants and partners in trade under the firm name of W.W. Woodruff & Company, and M.E. Woodward and J.W. Woodward, ^{be made parties defendants to this bill,}

order of their priority

^{Prays}
and ~~prays~~ that they be required to answer the same, but not ~~on~~
oath, ~~but~~ being waived, and that on a hearing that the re-
lief above prayed for be granted, and all such other, further
and general relief as he may be entitled to have.

May process issue directed, &c. May order of publication
be made, posted and publised against the said Cowan McClung
& Co.; W.W. Woodruff and Company, who are not residents of ths
state; and your orator will ever pray, &c.

*Or, Blanchard & Ewing,
P. 9.*

Virgina,

Lee county, to wit:

This day Francis A. Muncy personally appeared before me
the undersigned Justice ^{of the Peace,} in and for the county aforesaid, in
my county and made oath that the facts stated in the above
bill are true and correct, so far as ^{stated upon his} own knowledge is con-
cerned, and so far as ^{stated} upon information derieved from
others he believes them to be true.

Given under my hand this ^{4th} day of January, 1895.

Jeremiah Harker, J.P.

Francis A Munsey ^{10. 13 & 8.}

vs Bill in Chancery.

J. M. Weston et als.

Or, Blankenship & Ewing,

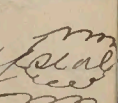
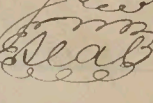
p. 97.

Recorded in Deed Book 25 -
Page 400 \$27. Rehearsal clerk

This Deed made this the 12 of
June 1888 between Frances A Muncy
+ Sarah A his wife of the first part
and Martha E Woodward of the second
part both of the County of Lee and
State of Virginia Witnesseth that
in consideration of One Thousand
and Fifty Dollars in hand paid
and secured to be paid the receipt
of which is hereby acknowledged
the said Francis A Muncy + Sarah
A Muncy by these presents give
grant bargain sell deliver and
convey unto the said Martha E
Woodward - Two certain tracts or
parcel of land lying and being in
said County of Lee adjoining each
other and on the waters of Hardies
Creek; Trading Creek one of which
was conveyed to said Muncy by
Henry Morgan by deed dated Febru-
ary 18th 1878 and supposed to contain
77 acres for the same more or less
and is bounded as follows to wit
Beginning at three poplars from
the rock corner to Wm + George Mc
Donalds land thence S 52 1/2 W
5.4 poles to a white oak thence with

Mullins line a branch. Thence South
ward with the middle of the creek
or branch to corner of W E N Marks
land thence with said marks line
E 50 poles to a hickory hickory and
Two maples thence N 65 E 165 poles to
two white oaks and a locust corner
to the land of the heirs of Richard
Wells ^{and} thence N 88 W 155 poles to the
beginning. The other tract contains
by estimation one hundred acres
^{and} was devised by W E N Mark to
Latilda Mark ^{and} Sarah Mark ^{and}
was conveyed to said Francis A
Muncy by Boston Robinson and
Lettalia his wife and James L
Rollins and Sarah Rollins his wife
by Deeds duly made ^{and} recorded in
the Clerks Office of ~~the~~ ^{the} County the
first of which is dated August 23rd
1882 and the latter February 26th 1884
and for a more particular description
of this tract reference is made to
said two Deeds and the last will
^{and} testament of said W E N Mark.
To have and to hold said two
tracts or parcels of land with all their

affurtenance unto the said Mar-
tha E. Woodward ^{and} her heirs forever
^{and} the said F. A. Muncy ^{and} Sarah
A. Muncy covenants that she has
good right ^{and} title to said land
that the same is not encumbered
and ^{and} that they will warrant
generally title to the same. ^{and} a part
of the purchase money being yet
unpaid the said Francis A.
Muncy hereby reserves to himself Van-
dover line until the purchase money
is fully paid also the said F. A.
Muncy reserves the right of a pass
way up said creek through said
lands to the Mullins place during
his natural life ^{and} at said Muncys
Death this privilege ceases to exist.
Witness the following signatures
+ seal.

Francis A. Muncy 
Sarah A. Muncy 

Vth Lee County to-wit:

J. N. M. Scott a Justice of the
Peace for the County aforesaid do certify
that F. A. Muncy ^{and} Sarah A. his
wife whose names are signed to the
forgoing Deed bearing date the 2nd

day of June 1889 has acknowledged
the same in my county aforesaid.
I further certify that Sarah A Muncy
Personally appeared before me in
said County being examined by me
privily and apart from her husband
and having the writing ^{aforesaid} fully explained
to her she the said Sarah A Muncy
the said writing to her act and deed
declared that she had willingly
executed the same and does not
wish to retract it Given under my
hand this 24th day of Jan 1890
W. M. Scott J. P.

Virginia Lee County to wit:

In the Office of the Clerk of the
said County the 22nd day of Aug
1890 this deed was presented and
together with the certificate thereto
attached admitted to record.

Teste: John B Gibson Clerk

A copy

Teste S O F Richmond Clerk
by A B Muncy Deputy Clerk

"F."

NOTICE: M. E. WOODWAR'S LAND FOR SALE, JANUARY 21, 1895.

Take notice: That on the 21st day of January at the front door of the Court house in the town of Jonesvill, in pursuance to an order of the Circuit court I shall proceed to sell a certain tract of land belonging to M. E. Woodward and which was levied on by me under a certain attachment sued out by Cowan, McClung and Co. against the said M. E. Woodward and G. H. Ely; which ~~za~~ said land is situated and described as follows; to wit, one certain tract of land in the county of Lee, on haddies creek, containing about 77 acres which said land was conveyed to the said Woodward by F. A. Muncy by deed of June the 12th, 1888, recorded in deed book 25, page 400, for a more particular description of which refference is here made; and also I will sell another tract levied on under the same attachment and at the same time, lying in Lee County ofn Trading branch, and containing about One Hundred acres, which said land was conveyed to the said Woodward by the same deed as above referred to, and for a more particular description of this tract refference is made also. This land will be sold to the highest bidder for cash, at public outcry.

J. M. Weston, Deputy for C. E. Flanary,
Sheriff for Lee Co.

(A copy from the original.)

.....*A. B. Muncy* Clerk.

Cordau, McLaugh & Co.

78.

M. E. Woodward &
G. H. Ely.

Copy of Agreement -
ment of Land Sale.

" B. "

W. W. Woodruff and Co.

Vs.

M.E. Woodward and Co.

NOTICE, LAND FOR SALE.

Take notice: That on the 21st day of January, 1895, at the front door of the Court House of the County of Lee, I shall proceed to sell at public outcry to the highest bidder for cash in hand a certain lot of land consisting of two certain tracts of land, which were levied on by me under an attachment sued out by W. W. Woodruff and Co. and upon whose claim there was judgement rendered against the said Woodward, and an order directing me to make this sale. Therefore on the day aforesaid at the place aforesaid, and in the manner aforesaid, I will offer the said two tracts of land for sale, which are situated and bounded as follows, to wit: one tract lying in the said county of Lee and on the waters of Hardies Creek containing about seventy seven acres, which land was conveyed to the said Woodward by F.A. Muncy by deed bearing date the 12th day of June 1888, and for a more particular description of which reference is here made to the same which is recorded in Deed book No. 25, p. 400; the other tract is one situated in the county of Lee and on the waters of trading branch and contains about one hundred acres, and was conveyed to the said Woodward by the same deed as referred to above, and to which reference is made for a more paryicular description of the same.

J.M. Weston, deputy for C.E. Flanary
Sheriff of Lee county.

(A true copy from the original.)

A.B. Muncy, Clerk.

W. W. Woodruff & Co.
P.

W. E. Woodruff & Co.

Advertisement of
Land Sale - Copy.

"C."

W W Woodruff & Co

Plff

In assump-

M. C. Woodward and G. A. Ely Df

~~It is ordered~~ It is ordered that J. M. Weston Deputy
for W. C. Flannery Sheriff of Lee County
do sell so much of the property of M. C.
Woodward levied on as will be sufficient
to satisfy the said debt interest and costs
and the costs of this attachment, and the
costs of keeping said property, and of the
sale thereof, and he will before making
such sale advertise the time terms and
place of sale thereof for at least thirty
days at the front door of the court house
and in the neighborhood of said M. C.
Woodward, and he will report his pro-
ceedings to court

And this cause continued.

A Copy

Teste A. B. Munsey Clerk

W W Woodruff & Co

Copy of Order

M E Woodward et al

"
D
"

Corwan Mcdung & Co

Plff

M. E Woodward and H. Ely Defts.

In assumption

It is ordered that J. M. Weston Deputy for L. E. Flanary Sheriff of Lee County do sell so much of the property of M. E. Woodward levied on ~~as the property levied on~~ as will be sufficient to satisfy the said debt interest and costs, and the costs of this attachment and the costs of keeping said attached property and of the sale thereof, he will before making such sale advertise the time terms and place of sale for thirty days in the neighborhood of said Woodward and at the front door of the Court-house of this County, and he will report his actions and proceedings to this Court at the next term thereof, and the Cause is continued

A Copy

Lester A. B. Munsey Clerk

Cowan McClung & Co
Copy of Order

M. E. Woodward & Co

" E "

1894
Plff Costs Moore & Merrin

C 8.32

Fert 1.50

S 2.00

atty 15.00

Comm 22.50

Printer 8.00

J P 75-

Coc 25

Estimated 300

\$58.32

To the Hon. Wm. J. Miller, Judge of the
Circuit Court for La. Co.

Humbly complying your orders
J. D. Cowan, C. J. McElmy R. M. Rhon,
Mihuo McElmy and Jacob L. Thomas,
partners in trade under the firm
name of Cowan M^o Elmy & Co; and
H. H. Goodruff and H. E. Gibbins
partners in trade under the firm
name of H. H. Goodruff & Co. would
respectfully represent and shew unto your
honor that J. A. Munsey filed his
bill in this honorable court making
your orders in this cross bill and
M. C. Woodward & J. M. Woodward, ^{J. M. Woodward & S.} and
parties defendant; that the object of
the bill was first to obtain an inque-
stion against the sale of certain real es-
tate which had been levied on by way
of attachment by your orders, and
which had been directed to be sold
by J. M. Winston, which inquesti-
on was granted by your honor in va-
cation, but dissolved upon the motion
of your orders; the second object
of the said complainant's bill was to have
a vendor's lien enforced against a
certain tract of land which he had
sold to M. A. Woodward, asking that
the lien be ascertained against the said
land. To this part of the said complaint
bill your orders filed their answer
denying the existence of the said vendor's

line as claimed by the said Munsiey.

Your ardoars will further represent and show unto your honor that at the Nov. term 1894 of your honor's court, on the low side thereof, your ardoars Cowan, M^{rs} Cuning & Co obtained a judgement for the sum of \$570.⁹⁴ with interest from the 5th day of May 1894, and your ardoars ^{W. Woodruff & Co.} a judgement for \$ with interest from the day of 189 as appears of a copy of each of the said judgements filed here with this bill marked "A" & "B"; which were against M. C. Woodward.

Now your ardoars will further represent and show unto your honor that the said M. C. Woodward owns other lands than those brought in question by the said F. A. Munsiey's bill, but as to what those lands are, and what interest the said Woodward has in those other lands your ardoars are not exactly advised; but they are advised that ~~there~~ she owns a small tract upon which her stone house is situated which is known as the Scott Tract, and that she owns a reversionary interest in her mother's estate, whose husband was the said F. A. Munsiey, and who is entitled to his life interest in the

said estate as the husband of the mother of
the said M. E. Woodward, And your
orders further represent and show unto
your honor that their said judgments
have not been paid, that they were
duly docketed in the judgment lien
book kept in the County Court Clerk's
Office of Lee County,

The Jurors considered your
orders and advised that under the
circumstances as heretofore detailed their
judgments are liens upon, not only
that portion upon which the said
attachments were levied but upon all
the real estate which she, the said
M. E. Woodward then & now owns.

The object therefore of this cross
bill against the said M. E. Woodward
is first to avoid another expensive
suit than the one instituted by
Murray to enforce his lien, to enforce
the liens which your orders have
acquired by virtue of their judgments
which have been docketed, and that
they may get full relief without
the needless expense of another suit;
secondly to have the judgment liens
enforced against the said lands
of the said Woodward, and to
that end pray that the said M. E.
Woodward be made a party de-
fendant to this ^{cross} bill, and that
in answering she answer and

set forth, all the real estate owned by
 her & all interests that she may have
 in real estate, that she give the location
 thereof & the no of acres as near as she
 can ascertain therein; that the commis-
 sioner asked for in the said Munsy
 bill be required to ascertain what other
 lands the said M. E. Woodward owns &
 whether or not they will net for a
 sum sufficient to pay the judgment lien
 in five years, that the amounts &
 priorities and in whom favor the said
 liens exist be ascertained, that said
 lands be rented or sold or the same
 may require for the purpose of paying
 the said lien. And may all other
 such further relief be granted your
 prayers against the said M. E. Wood-
 ward as the nature of their cause
 and good conscience may demand.
 And they will as in duty bound ever
 pray &c.

Permyer Bros. J. J.

A. A. Munsy

Cowan M. C. Lundy & Co.

vs. } Loran vice

M. E. Woodward

Cowan M. C. Lundy & Co. et al

Filed in open court
 and by leave thereof
 March the 13th 1895

A. A. Munsy Clerk

To the Hon. W. T. Miller, Judge of the Circuit Court of Lee Co:

The application of your petitioner, Jnn. W. Woodward, respectfully shows that on the *18th* day of *February* 1895 an execution of fieri facias was issued from the Clerk's office of the Circuit court of the County of Lee at the suit of Cowan McClung & Co., against the goods and chattels of one M. E. Woodward for the sum of ~~\$2~~ \$520.94 with interest thereon at the rate of 6% per annum from the 8th day of May, 1894, till paid and \$13.20 costs, and afterwards, to wit: on the *11th* day of *March* ~~February~~ 1895, the said execution was by J. M. Weston, Deputy for C. E. Flanary, Sheriff of Lee county, levied upon certain goods and chattels as and for the goods and chattels of the said M. E. Woodward, to wit: about twenty five thousand feet of oak lumber near the storehouse of M. E. Woodward near Beech Springs Virginia; and the said petitioner in fact says that the said goods and chattels at the time of issueing of the said writ of fieri facias and long before were and ever since have been the property of the said petitioner and not the property of the said M. E. Woodward, and the said M. E. Woodward had not then not at any time since has had any right or interest therein or in any part thereof. Wherefore your petitioner having duly executed and delivered to J. M. Weston, Deputy Sheriff as aforesaid a suspending bond in the penalty and on the condition required by law, he prays that as well the said Cowan McClung & Co. as the said petitioner may be caused to appear before the Circuit Court of the County of Lee to state and litigate their respective claims as touching the goods and chattels aforesaid in order to a decision of their rights respectively touching the same. And your petitioner will ever pray, &c.

John W. Woodward, by

Orville Blankenship
his counsel.

Virginia,

Lee county, to wit:

This day John W. Woodward appeared in person before me,
A. B. Munsey, Clerk of the Circuit Court of the said county

and made oath that the matters and things stated in the foregoing petition are true.

Given under my hand, this the 7th day of March, 1895.

A. B. Munsiey
C.C. Clerk.

Upon motion of J.W. Woodward, who appears to have delivered, according to law, to J.M. Weston, Deputy for G.E. Flanary, Sheriff of Lee county, a suspending bond with good security, in the penalty and on the conditions required by law, and who complain that an execution of fieri facias, issued on the day of 8 18 , from the Clerk's office of the Circuit court of Lee county, at the suit of Cowan, McClung & Company against the goods and chattels of one M.E. Woodward for \$520.94 with interest thereon at the rate of 6% per annum from the 8th day of May, 1894, till paid and \$13.20 costs has been by the said J.M. Weston, Deputy Sheriff as aforesaid, levied upon certain goods and chattels, to wit: about twenty thousand feet of oak lumber, near the store house of M.E. Woodward near Beech Springs, Virginia, as and for the goods and chattels of the said M.E. Woodward, which goods and chattels, the said John W. Woodward avers at the time of the issueing of the said fieri facias and long before, were and ever since have been and now are the proper goods and chattels of him the said John W. Woodward and not the said goods and chattels of the said M.E. Woodward, it is ordered that as well the said Cowan, McClung & Company as the said John W. Woodward be summoned to appear here on the 8th day of the present term to state and litigate their respective claims as touching the goods and chattels aforesaid in order to a decision of their rights severally touching the same.

John W. Woodson
vs. Petitioner.

J. M. Weston, D.S., et al

Filed in open court and
by leave thereof March
the 9th 1895-

AR3 Munsy Clerk

F. A. Muncey, Comolt.

vs.

In Chancery.

Cowan, McClung & Co. *et al.* Defts.

The defendants in this bill have demurred, and on the following
Grounds:--

(1). Because the plaintiff has no real interest in the lands sought to be sold; he is only an incumbrancer, and so being, his rights would in no way be interfered with, if a sale were to be made of the lands. The lands sought to be sold, have been attached upon in an action at law, now pending in this Court, judgement obtained against the defendant in that cause, and an order of sale awarded the plaintiffs in the attachment cause for the lands so attached. Of course, the sale made ~~an~~ under this attachment and order would only pass such title as the defendant in the attachment cause had to the lands. The incumbrancer can not complain when a disposition is to be made of effects on which he has an incumbrance, if such disposition does not in any way effect his rights. He is no party to the attachment cause, so whatever that might be done in the matter can not effect his rights. The principal of caveat emptor applies

as to the purchaser. See 3rd *Ranch*, page 25.

(2). *High an Eng'g B-334* *High an Eng'g, Ss 120 & 367, Part Chanc. Proc. 443.*

Be cause if this complainant has any rights in the lands proposed to be sold, he has a remedy at law, and can there set them up. Your demurrants understand the rule to be, that where a complainant has full and complete remedies at law, then a court of equity has no jurisdiction of his rights. The lands proposed to be sold by these defendants, as be fore said, are sought to sold by virtue of an order made in the Circuit Court of this County on the law side thereof, in the attachment causes of said defendants vs. M. E. Woodward & Co., and now pending in the said Court. By section 2984 of the Code of Va. (1887), this complainant could have filed his petition in the said attachment causes, and there had set up his rights he is trying to set up by his said bill just as effectually and completely as if by his said bill. That statute clearly contemplates his case. He can file his petition at any time before sale is made of the attached effects, or before the proceeds of such sale, where a sale has been made, are disposed of. This case does not come within the same rule as in chancer courts. In chancer, real estate can

-2/

not be sold, until after an account has been taken of all the liens against the same, or only in such cases where the pleadings allege that there are no other liens than the ones mentioned in the pleadings. Even if the same rule did exist in the two forums, on exceptions to the report of the sale, the court would refuse to confirm such sale and order an account of the liens to be taken. So in no light that the complainant's alleged rights might to put, he does not in any way entitle himself to have a court of equity to take cognizance of his rights. He has complete remedy at law, so he can not to suit his own convenience harass your demurrants with needless suits.

4th. Min. page 1332; 82 U^{ca} 401

All which are submitted,

Pennington Bros. for Defts.

Cowan M. C. Lundy Co
et al

ads { Securities

J. A. Muncy.

7.

To the Hon. Wm. T. Miller, Judge of the Circuit Court for Lee County:

The Joint answer and demurrer of J. D. Cowan, R. M. Rhea, Mathew McClung, C. J. McClung and Jacob L. Thomas, merchants and partners in trade under the firm name of Cowan McClung and Co., and W. W. Woodruff and Co., a mercantile firm, composed of W. W. Woodruff and W. E. Gibbins, to a bill for an injunction exhibited in this honorable court against them by F. A. Muncy.

Respondents answering say that the said Complainants bill is not sufficient in law to call upon them to answer, and therefore pray judgement upon their said demurrer. And your respondents not waiving the ^{ne} benefits of their demurrer, but relying and insisting on the same; should ^u further answer be required of them answering say;

That they admit that F. A. Muncy, the complainant, conveyed on the day mentioned in his said bill two certain tracts of land, and for the consideration mentioned in the said deed of conveyance, they further admit that there was a clause in the said deed which says, "And a part of the purchase money being yet unpaid, the said F. A. Muncy reserves to himself vandors line untill the purchase money is fully paid", but no where in the said deed does it recite how much of the purchase money is yet unpaid, therefore your respondents do not know how much or how little of the said purchase money is yet unpaid and never did know, and since the said deed acknowledged the payment of part and the bill of complaint of the said plaintiff admits the fact that the first and last of the notes in in his bill mentioned had ^{been} paid, evidently shows that according to the showing therein, that the lien of the plaintiff is not as much as he claims, or else the deed itself does not truly recite the facts when it recites that "a part of the purchase money" had been paid,

The said Complainant after reciteing the amounts of the different notes claimed to have been given him in the purchase of the said land ,and the credits endorsed thereon, say that he files the said notes with his said bill, this your respondent deny~~ing~~; and furthur he says that in his deed of converance, he reserves a vendor's lien for the said purchase money(referring to the amounts just recited in his~~x~~ bill,) this also your respondents deny, and in support of this denial, your respondents refer you to *files with complainant's bill* the certified copy of the deed ^{made} by the complainant to M.E. Woodward, no where in which is the amount of the said complainants lien mentioned, and as the deed ^{does} not recite anywhere the amount yet unpaid, and acknowledges that a part has been paid, your respondents presumed, as they had a right to do, that all the said purchase money had been paid, except one dollar, that being a part of the said purchase price of the said land, and never at any time having any notice to the contrary, and relying on the said presumption, your respondents deny the existence of any furthur lien than that for the sum of one dollar just mentioned. As to the allegations and charges made against J.M. Weston, Deputy sheriff, your respondents do not know whether they are true or not, and have no interest in the same, he is the officer of your court and we presume that he has done as your honor directed him that he should ~~do~~. And now your respondents having answerd the Complainant's bill as fully as they know how, pray that that the said injunction bill be dismissed, that an oder or decree be entered desolving the said injunction granted, and decreeing that the defendants recover of the plaintiff their cost in this matter expended, that a judgement be given them for the damages provided for by our law ~~and~~ against the said complainant; and the said complainant having given bond in the sum of One Thousand Dollars ,with the

condition to pay the amount of ~~the~~ your respondents judgements
against the said M. E. Woodward, in case the said injunction
be dissolved, signed by the said F. A. Muncy, G. W. Blankinship,
as appears by copy of bond filed with the papers of this case
W. T. Gregory and E. W. Ewing, your respondents pray your honor
to give them a judgements for their respective claims against
the said Muncy and his sureties; and your respondents say that
their judgements were as follows, Cown, McClung and Co., \$520/94
with interest from the 8th day of May, 1894, and \$13.20 cost,
W. W. Woodruff and Co., \$172.01 with interest from the 1st day
of May, 1894, and \$13.20 cost; but each of the said judgements
are subject to a credit of \$34.50, as of Jan. 1, 1895, *and the cost*
mentioned.

And your respondents pray judgement as aforesaid.

Cown, McClung and Co.,

W. W. Woodruff and Co.,

By Pennington Bros. Attys.

Cowan M^e Clayton
et al.

ad} Answer & Demurrer

F. A. Munsely-

Filed in open court and
by leave thereof March
the 9th 1895-

A. B. Munsely Clerk

Recd. of J W Woodward Forty
Dollars - as a last payment on what
he Owed me on a certain Piece of Land
I sold him and adjoining the Lands
of Jane Grobille Down. and same is
Covered by deed from my self & wife
to M B Woodward but the said J W Woodward
paid me the Purchase Money. this
self this Feby 1st. 1890.
W D S. Coit

Garwood
Receipt

Recd of J Woodward Fifty
Dollars. as a payment on a
certain piece of land. I have this
day sold him and giving a Little
Bond for same for Wed. When
he calls for same - This ^{Oct} 11th 1889
off S S Catt

J. M. Howard
Receipt

Cowan McClung and Co.,

Complainants,

vs.

In Chancery,

G. H. Ely, et al.,

defendants,

and

G. H. Ely,

Complainant,

vs.

In Chancery

M. E. Woodward, et al

Defendants

and

F. A. Muncy,

Complainant,

vs.

In Chancery,

Cowan McClung and Co., et al.,

Defendants.

These causes came on again to be heard upon the papers formerly read therein and the report of special commissioner filed herein on the 8th day of November, 1897, and was argued by counsel, on consideration of all which and for reasons appearing to court, and the said report of the said Pennington and the deed filed therewith being unexcepted to, the same is hereby confirmed and the said J. M. and C. C. Russell will pay to the said R. L. Pennington the sum of \$5.00 for making said deed, and upon the payment thereof the ~~xxxxxx~~ clerk of this court will deliver to the said C. C. and J. M. Russell the said deed of conveyance. And this cause is continued.

Coroner McKenney

Dec 3

W. D. Woodward et al

Ex. C. v. D. No. 6. p. 64.

Ex. C. v. D. No. 897

W. D. Woodward et al

on the day of November, 1897, and was signed by himself, on

17 and therein and the report of special commissioner filed herein

These charges are on again to be heard upon the papers herein

W. D. Woodward et al,

Defendants.

vs.

In January,

W. D. Woodward,

Complainant,

and

W. D. Woodward, et al

Defendants

vs.

In January,

W. D. Woodward,

Complainant,

and

W. D. Woodward, et al,

Defendants,

vs.

In January,

W. D. Woodward, et al,

Complainants,

F.A.Muncy Complainant(

vs.) In Chancery.

Cowan, McClung and Co., et al.

This cause came on this the 9th day of March, 1895 to be heard upon the bill of the Complainant, and depositions filed therewith, ^{and answer} and the demurr^{er} of the defendants Cowan, McClung and Co. and W.W. Woodruff to the Complainant's bill, coupled with their motion to dissolve the injunction heretofore granted in this cause and was argued by counsel. Upon consideration of all which ~~and~~ ~~appearing to the court that there are various liens existing against the land in the said complaint's bill mentioned besides his vendors lien, it is further adjudged ordered and decreed that C.H. Jones who is hereby appointed a special commissioner for the purpose, after giving notice of the time and place of his sitting by written or printed notices posted at least 15 days at the front door of the court house, do take, state and ascertain the various liens existing against the said land in the Complainant's bill mentioned, their amounts dated and priorities. And he will report his action to court and this cause is continued.~~ ^{it is adjudged ordered and decreed that} and for reasons appearing to the court, the demurr^{er} of the said complainants is overruled, but for reasons appearing to the court the injunction heretofore granted in this cause is dissolved; and it appearing to the court that there are various liens existing against the land in the said complaint^{er}'s bill mentioned besides his vendors lien, it is further adjudged ordered and decreed that C.H. Jones who is hereby appointed a special commissioner for the purpose, after giving notice of the time and place of his sitting by written or printed notices posted at least 15 days at the front door of the court house, do take, state and ascertain the various liens existing against the said land in the Complainant's bill mentioned, their amounts dated and priorities. And he will report his action to court and this cause is continued.

F. A. Munsey Esq.

vs. } Decree

Cowan M^{rs} & Co. Inc. & Co.

Enter this

March 9, 1895-

for James.

1 G. H. Ely
2 against } In Chancery
3 M. E. Woodward et al.

4 This cause came on to be heard
5 upon the bill answer and replication there-
6 to, and was argued by Counsel. On Con-
7 sideration whereof the Court doth refer
8 the partnership accounts between the plain-
9 tiff and defendant under the firm name
10 of M. E. Woodward & Co to H. B. Joslyn
11 who is hereby appointed a Special Com-
12 missioner for the purpose to be by him
13 examined, settled and to the Court reported
14 with any matters specially stated deemed
15 pertinent by himself, or which may be
16 required by the parties to be stated.

17 And in order to enable the Commissioner
18 to state the said accounts and to ascer-
19 tain what may be due either one
20 of the parties, the Court doth further
21 order that the plaintiff and the defend-
22 ant do severally lay before the said
23 Commissioner all books, papers and
24 other documents belonging to the said
25 Copartnership or either of them. And the
26 said Commissioner will give notice of
27 the time and place of his sitting to the
28 parties, or their Counsel and report his
29 action to Court. And the Cause is
30 Continued

31 A Copy

32 Teste A. B. Munsey Clerk

G. A. Ely.

Copied of Secret

M. E. Woodward

Chas. 25th

This day came the parties by their
attorneys and thereupon the defendants
Geo H Blankenship and F. A. Munsey
craved oyer of the said in the plain-
tiffs declaration mentioned, and
the decree in the chancery cause of
Geo H. Ely vs M E Woodward it also
directing the execution of said bond
and the same being shown there
they demurred to said declaration
in which demurrer the plaintiff
joined and said demurrer being
considered by the court the same
is overruled. And thereupon the
Defendant, M E. Woodward tendered
her plea in writing, to the filing of
which the Plaintiff objected, ~~said~~ said
~~objection~~ ^{said plea filed} being fully considered by
the court is overruled, and issue was
joined thereon. And the said defend-
ants Geo. H. Blankenship and F. A. Mun-
sey thereupon tendered 4 pleas in
writing numbered in the margin
1, 2, 3 & 4, to the filing of said pleas
and each of them, ^{the Plaintiff objected} and said objec-
tions being maturely considered
the same were sustained and said
pleas

and neither of them were allowed to
be filed to which action of the court
in refusing to allow said pleas to be
filed the said Defendants, Geo W. Blau-
schmidt and H. A. Murray, filed this
bill of exceptions and prayed that
the same be signed sealed and made
a part of the record which was done
and thereupon, the said Defendants
Geo W. Blauschmidt & H. A. Murray, offer-
ed this plea in writing marked
No 5. to which there was no exception
and thereupon said plea was filed
and issue was joined thereon and
the case was continued.

H. H. Ely
of Order
M. E. Woodward et al

The deposition of F. A. Mumsey taken before the undersigned Justice of the Peace for Lee County, at the office of Orr Blankenship & Ewing in Jonesville Va., by consent of parties, on the 1st day of March 1895 to be read in evidence in behalf of said F. A. Mumsey in a certain suit in chancery pending in the Circuit Court of said County, in which said Mumsey is plaintiff and J. M. Weston deputy Sheriff & others are defendants Present R. L. Pennington of Counsel for Defts and Orr Blankenship & Ewing Counsel for Plff. The said F. A. Mumsey a witness of lawful age and being duly sworn deposes & says.

Ques

Are you the plaintiff in the above suit?

Ans.

I am.

Ques

Please state what amount of the purchase money against the land in your bill mentioned is yet due & unpaid?

Ans.

The amount yet due to me is the purchase price of the said land is shown by the notes which I have filed with my deposition showing the credits that have been made thereon endorsed on the back of the said notes and from a calculation it can be seen what is yet due. Some of the notes that were executed have been paid & lifted, those are not in my possession & of course are not filed. I file the said note and No. there "1", "2" & "3"

Ques

Had Mr Weston the deputy Sheriff sold the Walnut timber mentioned in your bill at the time your ^{said} suit was brought?

Ans.

My understanding is that it was not then sold & is not yet sold.

Cross Examination
By Pennington

Ques 1. Were the notes which you
file with your deposition
executed on the same day which
the deed was made?

Ans. - I think I took the notes before the deed was
made, the dates will show.

Ques 2. By an inspection of the notes
the date seems to have been
written one date & then changed
to another, can you account
for this?

Ans. I can not sir, The dates have not been
changed since they were delivered to me.

Ques 3. Where was the last payment on these
notes paid to you

Ans. Jan 1, 1894.

Ques 4. Has any thing been paid to you
by either of these parties since
that time.

Ans. No Sir.

Ques 5. Where did you do your trading
that is in the store?

Ans. I bought most of my goods
from Mr Bayler, some of
Carter & King & some of other
merchants.

Ques 6. Did
Did you buy any goods from
M. E. Woodward since Jan 1,
1894

Ans. I bought some small amount

from her since that time.
Ques 7 About how much did you
buy from her & how did
you pay this, or is it
yet due?

Ans I can't tell. I probably owe
her 2 or 3 dollars.

Ques 8. Did you not trade with her
previous to this time, June 1,
1894, ^{the execution of these notes?} And if so is not
that amount yet unpaid & should
be placed as credits on
these notes.

Ans. I traded with her but nothing
is unpaid except the amount referred to.

Ques 9 Why did you pay her for
goods when she owed you?

Ans. I did it not to take the little
capital out of the store, I could
do without it. I did not want
to collect my land money in
small amounts.

Ques 10 Reexamined
Was it or not your intention to retain your
Vendor's lien in your deed to M. E. Woodward
~~for~~ the land in the bill mentioned until the
purchase money was all paid?

This question and the answer
thereto is excepted to because it
asks the witness for a question of
Law & is therefore illegal & irrele-
vant, as his intention must

be determined by the deed itself, and
is a matter of law, not of inten-
tion or fact.

Sus

That was the intention and understanding
and I thought it was so retained in the deed.

And further this witness saith not.

witness claims,

1 day 50 cts,

J. A. Muncy

The foregoing deposition of J. A. Muncy
was taken, subscribed and sworn to before
me at the time and place and for the
purposes in the caption mentioned.

Given under my hand Nov 1st 1895.

H. C. Joslyn J. P.

F. A. Munsey

vs } Depo

J. M. Weston, D. S. & als.

Received from the
justice before whom
taken & filed

Nov 1st 1895.

A. B. Munsey Clerk

F. A. Munsey's
first Depo

\$ Po Fee 75c

\$150⁰⁰

Credits

Money

On or before January the first 1891
We or either of us bind our selves—
to pay—F. A. Manney— One Hundred
and Fifty Dollars— with Interest
from Jan-1st 1889— if being for
purchas Money— on land— and we
surely— Waive Our Home— and
exemption as to this debt witness
our hands— and— Seals— This 1st day of
June 1888 Martha E Woodward Seal
J W Woodward Seal

(3)

credit the within
rate
ten dollar for interest
on this note
February 1st
1891

credit the within
\$7.00 seven dollars
for clover seed
i bought March
the 15th, 1891
or \$3.00 dollars for
the use of mowing
machine
January 1st 1893

no 1

M E Woodward
To Note 180⁰⁰
Dued Jan. 1891

Oct 12th 1893
By ~~Spence~~ 66.41
By 14 out Cane 43.65

January the 1st 1894
cred by Road orders
Twenty dollars &
Twenty five cents \$2.25
all 30.50 00 25 50

Received on the within note
from Mrs. Woodard, December 1st 1892
\$10.00

Jan 2nd 1894
\$43.09 1/2 due January the 1st 1894.

#58⁰⁰

On or before Jan^y the first 1892.
we or either of us promise to pay—
J. A. Munney— One hundred and
Fifty Dollars— With Interest
from Jan 1st 1889— to being for
Purchase money— On land and
we— here by— Waive— Our home-
sted exemptions as to this
debt. Witness our hands and
seals This Jan^y 12th 1888

Martha E Woodward (Seal)

J M Woodward (Seal)

M. E. Woodward
To Crato 180
Due Jan 92.

⑤

~~Be careful of the salt in your food. It is~~
~~not good for you. It is~~

\$5000

On or before Jan^y the first 1893.
We or either of us bind our selves
to pay F. A. Macey - One thousand
and Fifty Dollars - with interest
from Jan 1st 1889. for Purchas money
on land - and we have by come our
home st^d exemption as to this
debt. Witness our hands and
seals this 12th day - of June. 1888

Martha E Woodward (Seal)
J. H. Woodward (Seal)

M & Woodward
To Note 150⁰⁰
Dine Jan 18 93

No 3.

(5)

G. H. Ely } 2nd Chancery
M. E. Woodward ^{vs.} et al.

The parties interested in this cause will take notice, that I will execute the requirements of a decree rendered by the Circuit Court of Lee County Va. on the day of November 1894, at the office of the Circuit Court Clerk, in Jonesville Va. on the 4th day of February 1895. This Jan'y 19th 1895.

H. C. Joslyn
Special Commissioner

I accept legal service of the above for M. E. Woodward et al.

This Jan'y 19, 1895.

Orn, Blankenship & Ewing

I accept legal service of the above for G. H. Ely. This Jan'y 30th 1895.

M. H. Ely-

G. H. Ely
vs. } S. Combs Natick
M. E. Woodward
et al.

Feby 4th 1895.

17 George H. Ely Plff

vs. } In chancery

3 M. E. Woodward Deft

4 The deposition of Geo H. Ely and others
5 taken before me H. C. Jorlyn Special
6 Commissioner, at the office of
7 the Circuit Court Clerk, at Jonesville
8 pursuant to a notice by said Court
9 to take the account of Geo H. Ely
10 against M. E. Woodward, on the
11 4th day of February 1895; which
12 depositions are intended to be read
13 as evidence by said Commissioner
14 in the above mentioned case,
15 George H. Ely a witness of lawful
16 age being duly sworn deposes
17 as follows:

1 Ques 18 Have you any books, papers or other
19 documents belonging to the Co-partners, or
20 either of them, of the late firm of M. E. Woo-
21 dard & Co?

Ans. 22 I have not.

2^d Ques 23 How much did you invest in the business?

Ans. 24 I invested two hundred dollars.

3 Ques 25 Was there an invoice at the end of the 1st
26 year of the business and a statement of the
27 profits made?

Ans 28 There was an invoice taken at the end
29 of the first or second year. I am not
30 positive which, and the profits at that
31 time amounted to five hundred dollars.
2 Off 32 How much money did M. E. Woodward

1 in the business?

Answer. Mr. E. Woodward had bought a little
3 bill of goods, said to have amounted
4 to \$200.⁰⁰ and a while after I went
5 into the business I was told that \$25.⁰⁰
6 had been drawn out. I was told this
7 by John W. Woodward the man who
8 done the business, and the husband
9 of M. E. Woodward.

5th Q. What part of the expenses of conducting the
10 business was your to bear, such as Clerk
11 hire, house rent?

Ans. 13 In a talk with J. W. Woodward, he
14 told me that he had to be at the
15 store, and would not charge me
16 anything for his services, and as to
17 house rent, it was never mentioned.

6th Q. How much profit have you received from
18 the business?

Ans. 20 I don't consider that I received anything,
21 was there more than one invoice of the bus-
22 iness and if so how many?

Answer. 23 There was two invoices, to the best of
24 my recollection there was no profits -
25 declared on the last invoice - but other
26 witnesses probably can state more fully
27 about that.

8th Q. Did Mr. E. Woodward ever buy your interests in
28 the business?

Ans. 30 Mr. E. Woodward never bought my interest
31 in the business.

+ Examined.

Ques. 2 Was your contract with M. E. Woodward or J. W. Woodward?

Ans. 4 It was with J. W. Woodward.

Ques. 5 Was it in writing.

Ans. 6 It was not.

Ques. 7 Was it or not on the usual terms of partnerships?

Objected to because not material to the
economy of the case

Corr. A. M. Atty.

Ans. 11 My understanding was that we were
to be equal in the profits, but as to
losses that was not mentioned, and
I am not positive that profits were
mentioned.

Ques. 16 Who took the invoices and made the calculations about
which you have stated?

Ans. 18 Peter Chance and John W. Woodward.

Ques. Please state what all was embraced in said invoices?

Ans. 20 The notes and accounts due the firm, and
the goods on hand, also what the firm
owed, I was present when the last invoice
was taken, but am not certain about the
first.

Ques. 25 Did you render any service to the firm?

Ans. 26 Nothing only I stayed in the store one
or two days.

Re-Examined.

On your cross examination you are
asked the question in effect "Was not
the partnership on the usual terms", Now,
was you to render any service under

1 your Contract, in the store or otherwise, as
2 Clerk, or as teamster or in any other
3 way?

Ans. 4 I was not.

Ques. 5 Did M. E. Woodard at any time
6 approve the Contracts made by her
7 husband with you and in effect
8 say that they were all right?

9 This question is excepted to because the Contract is
10 shown to have been with J. M. Woodward and because
11 it calls for an opinion from the witness & not for
12 the facts alone.

J. M. Torr, for Deft.
M. E. Woodward.

Ans. 15 We talked together at various times about
16 the store business, and she never
17 made any objections about the
18 management of the business.

Ques. 19 Who managed the business?

Ans. 20 John M. Woodward.

Ques. 21 Did M. E. Woodard always recognize the
22 business done done by her husband as
23 correct?

Ans. 24 She did as far as I know, I never
25 heard anything to the contrary.

+ Exrpt.

Ques. 28 Was there in fact anything said about your services?

Ans. 29 There was nothing said about my services,
30 and nothing said about services by M. E.
31 Woodward.

Again Re-Examined.

1 In your examination in chief you say
2 in answer to question 5 that J. W. Woodard
3 told you that he had to be at the store
4 and would not charge you any thing?
5 Now how was that?

Ans. 7 That is what he said.
8 And further this deponent saith not.

G. H. Ely

9 Peter F. Chance another witness of
10 lawful age being duly sworn deposes
11 as follows.

12
13 1st Q Did you aid to take any invoice of the
14 business of J. W. Woodard & Co?

Ans. 15 I did.

2^d Q How many?

Ans. 17 I helped to take two invoices.

3^d Q What was the result of the 1st invoice?

Ans. 19 The calculations were made, and J. W.
20 Woodward claimed a profit of \$500.⁰⁰
21 after the first invoice.

4th Q What was the result of the 2nd invoice?

Ans. 23 I don't remember so well about the
24 second invoice, as I do about the
25 first, Mr. Ely was present when the
26 second invoice was taken, but not
27 when the first was completed. I asked
28 Mr. Woodward for a statement the first
29 invoice and he gave it to me.

5th Q Did you understand the cost mark on
30 the 2nd invoice and if not why not?

Ans. 32 I never knew the cost mark on the

1 Second invoice. I don't know why
2 I did not get it.

Q~ 3 Did you ever hear J. L. Woodward say at
4 any time that he was not to charge for his
5 services?

Ans. 6 I think I heard him make that remark
7 at one time, at his place of business.

77 8 I mean at the store of M. E. Woodward then
9 Did you know the cost mark on the first-
10 invoice?

Ans. 11 I think I knew the cost mark on the
12 first invoice. Mr. Ely gave it to me
13 sometime before we commenced and
14 Mr. Woodward gave it to me when
15 we commenced to take it.

16
17 + Exmd.

Ques 18 When you took the invoices, was ~~there~~ anything said
19 in regard to Clerk hire, & house rent, or was the
20 invoices confined to the amount of goods on
21 hands, the debts due the firm and an ascertainment
22 of what the firm owed, and the balance struck?

Ans. 23 There was nothing said about house rent,
24 or clerk hire. The invoice was confined
25 to goods on hand, debts due the firm,
26 and it was ascertained what the firm
27 owed, as I understood it, and the
28 balance was struck and the profits were
29 ascertained in that way.

Ques 30 Have you ever been engaged in the mercantile business,
Ans 31 Objected to be a partner in material.

Wm A. Orr, Sr.

Ans. 1 I never owned an interest in the Mer-
2 cantile business, but I have clerked
3 some, and my wife had an interest
4 in such business when we were married,
5 and I aided in settling up her business
6 in that concern.

Ques. 7 Is it customary, or usual, according to your experi-
8 ence and observation, when persons enter into
9 a partnership business and contribute equally
10 to the capital for one to render all the services
11 necessary to carry on the business, and if he
12 does to make no charge for his services?

13 Objected to because not material to the
14 issue.

15 Wm. A. Orr

Ans. 16 I should suppose it would not be
17 a custom over the country.

Ques. 18 Is it usual for Merchants to give or tell their cost
19 mark to their neighbors or customers?

Ans. 20 I suppose not.

Ques. 21 What relation are you to G. H. Ely the plaintiff?

Ans. 22 I am his Brother-in-law.

23 Re-examined.

24 At what instance did you aid in
25 the invoices named by you, and did all
26 parties understand that you was to aid in
27 said invoices?

Ans. 28 Mr. Ely asked me to assist in taking the
29 invoice, I supposed that Mr. E. Woodward
30 knew about it, at least they did not
31 object, I heard nothing said to the
32 contrary.

1 And further this deponent doth not.
Witness claims Peter F. Chance
1 day 50 cts

3
4 I see hereby a witness of lawful age
5 being reintroduced by Plaintiff
6 and duly sworn according to law
7 deposes as follows.

1-9 Was the Cost Mark changed between the 1st and
2nd invoice?

Ans. It was.

2-9 Did you ever know what the 2nd or
changed Cost Mark was?

Ans. I did not.

3-9 Did you ask for the 2nd Cost Mark
at the time of the last invoice

Ans. I did.

4-9 Was it given to either you or Mrs. Chance?

Ans. It was not. Some letters were given
but not in such a way that we
could understand it.

21 And further this deponent doth not.

C. H. Ely

23 The further taking of this account
24 and depositions in this case, is
25 hereby adjourned until Tomorrow
26 Feb 5th 1895. at 11 O'clock.

27 This Feb 4th 1895.

H. C. Joslyn

Special Commissioner

29 The taking of testimony in this
30 case is resumed pursuant
31 to adjournment on this 5th day
32

of February 1895. Present the
Plff. and defendant both represented
by Counsel.

John W. Woodward another witness
of lawful age being duly sworn
deposes as follows.

Ques Please state what assets there are of the firm
of M. E. Woodward & Co. and file a statement
thereof with and as part of this your deposition?

Ans. I have a list here. which I have
made out. Showing said assets,
which I file as a part hereof. the
list marked "W."

Ques The foregoing question and answer thereto Exhibits
etc. are objected to because the books of the business
containing all the original entries acct etc. are
not produced nor accounted for, M. E. Ely atty
for G. H. Ely

Ques Please state what debts are still owing by
M. E. Woodward & Co. and to whom due, and
file a list of the same with your deposition?

The foregoing question is objected to because irrelevant
and immaterial and for the reasons above stated,
M. E. Ely atty for G. H. Ely

Answer. I have prepared a list, and file
the same herewith. Marked X
which will show the said
indebtedness.

Ques What amount of capital did M. E. Woodward & Co. have?

Ans.

Ely put in the firm business?

Mrs H. Ely put in \$200.⁰⁰ and M. E. Woodward put in \$200.⁰⁰ but at the end of about one year M. E. Woodward drew out \$25.⁰⁰ and so reported it to Mr Ely and charged the same against the Capital of M. E. Woodward.

Ques

How many invoices of the business were taken and when and what were the results?

Ans.

There was two invoices taken, the first one, about one year after the business commenced. The second was something over a year after ~~that~~ the first one. I don't recollect the exact result of either, but I do remember that the first invoice was more favorable than the second. From the fact that times were flush the R.R. was being built, and we had no trouble to cash our produce the first year while the second was not so good. The invoices included all debts due the firm ~~except due bills~~ and all debts owing by the firm except outstanding due bills.

it included the goods & fixtures on hand belonging to the firm.

Ques

What were the terms of the partnership between M. E. Woodward & L. B. Ely?

Ans.

As I understood it, the partners were to be equal, sharing alike in profits and losses, expenses &c.

Ques.

What was said about clerk hire and when?

Ans.

About the time Mr Ely spoke about going into the business, we was talking about the business, he asked me if I was going to attend to the business myself. I told him I should if I lived and had my health. He then asked me how much I would charge for my services. I told him I would be reasonable, that I knew they could not pay regular clerk hire on so small a business. Sometime after that we were talking about the business, and he told me he wanted me paid for my services. I then remarked that we would not fall out about it.

Ques

Did you at any time agree with M. E. Woodward & Co that you would not charge them anything for your services as clerk in their store?

Ans.

I did not.

Ques.

What were your services reasonably worth?

Ans.

I think for a business of that size as close attention as it required it ought to be worth at least \$200.⁰⁰ per year. I have received \$65.⁰⁰ per month for my services but it was a business of much larger magnitude, and of course was worth much more.

Ques.

Who furnished the store house in which said goods were sold, and what would be a fair rent therefor?

Answer.

I myself furnished the House ~~and furnished it~~, and I should think one dollar & fifty cents per month would be a fair price for it.

Ques.

Did you at any time tell Peter F. Chance or any one else, that you was not to charge the firm anything for your services?

Answer.

I never told Mr. Chance anything of the kind.

Ques.

Did you change the cost mark on the goods between the first invoice and the second one, and if so why did you make the change?

Ans.

I did change the Cost Mark. My reason for so doing was this -

a number of my Customers had
 learned the ^{old} Cart Mark, and of
 course it became necessary to get
 one that they did not know. on
 one occasion one of P. H. Brown's
 little boys told me he knew it,
 and said his father told him.
 X ~~Answer~~

Ques When did this partnership begin?

Answer Sometime in the month of June
 1890.

Ques When did it ~~end~~?

Ans. I ceased to buy goods after June 1894
 in the name of the old firm.

Ques State if you did not say in your answer
 in this case, ^{under oath} that the partnership closed
 Jan. 1st 1894?

Ans I did, and so understood it at
 that time, and so notified the
 parties that we had been buying
 goods from, but one Edy claims
 that he is still a partner, and
 sued out ^{a bill of} ~~an~~ injunction to that effect.

Ques Please state what the assets and liabilities of
 the firm were on the 1st day of Jan. 1894?

Ans. I cannot do it.

Ques Please state if you do not say in your answer
 in this case ^{under oath} that the liabilities of the firm

on Jan. 1st 1894, was \$6.50?

Answer. I did say there was two debts that amounted to about that much, but in the absence of the books I was not positive, but I find that there was two debts left out. one of Seltz Bros for \$75.00 and one of J. J. Scullion & Co for \$66.00

Ques Now can you state the amt of the liabilities of the firm the 1st of Jan. 1894.?

Ans. By adding the amounts, and as near as I can get at it, it amounted to \$832.00 on Jan 1st 1894, This is shown by the first four items on exhibit filed marked X

Ques Where do these lists of assets and liabilities which you here file with your deposition date?

Ans. Some are before Jan 1st 1894, and some are since that time.

Ques Do you file in your list of assets all the accts due M. E. Woodward & Co, prior to Jan. 1st 1894?

Ans I do all I know anything about, if there is any left out I know nothing about them, at least I don't recollect of any left out.

Ques Did you or M. E. Woodward, run an acct with the firm of M. E. Woodward & Co.?

Ans I run an account with the firm, M. E. Woodward did not.

Ques Will you charge yourself with all you took out of the firms goods?

Ans I did, to the best of my knowledge.

Ques What did you acct with the firm amount to?

Ans. I dont remember, but will file it, in due time.

Ques. Do you give in your list of the liabilities all the liabilities of the said firm up to Jan. 1st 1894?

Ans. If there is anything left out I dont know it.

Ques You then do not intend to charge the said firm with your services in clubbing and house rent?

Ans I Certainly do.

Ques Who furnished the house in which you carried on the business; Was it your house or M. E. Woodward's?

Ans I built the House and of course it is mine.

Ques Will not M. E. Woodward recently make a deed of assignment for the benefit of creditors?

Ans She did.

Ques. How does the list of assets and liabilities recited in that deed of assignment compare with the list of assets and liabilities you have filed here with your deposition?

Ans. They dont compare very well. From the

fact that there has been about
\$300.00 butchered up by the officers.
in attachment proceedings &c. and
about \$150.00 was lost on sheep
shipped to Cincinnati

Ques Was this butchering and loss before or
after the 1st of Jan. 1894.

Ans. It was since Jan 1st 1894.

Ques During the time the business of M.E. Woodward
and G.W. Ely were partners as M.E. Woodward & Co.
Did the firm make or lose money?

Ans. I consider taking everything into
consideration there was money lost.
part of the time there was money
made, and part of the time money
was lost.

Ques How did you lose money?

Ans. We lost on produce, and bad
debts &c.

Ques How much did you lose on produce?

Ans I could not say - we lost so
many times, and on so many
occasions that cannot say.

Ques What was M.E. Woodward worth at the
time the partnership was formed?

Ans She was worth what she put in the
business,

Ques What was she worth on the 1st day of Jan. 1894?

Ans. I cannot say - as we did not take any invoice.

Ques Please state if you do not say in your answer in this case under oath that she was worth \$2000. in real estate and \$2500. in personal property?

Ans. I did not aim to make any such statement. I did not read the answer myself. and did not understand it so read.

Ques What kind of statement did you intend to make?

Ans. I intended and understood the answer to mean, that M. E. & J. W. Woodward were worth that amount jointly

Ques do I now understand you to say that you and M. E. Woodward on the 1st day of Jan. 1894 were together worth the aforesaid sums?

Ans. I understood it to read that both were worth \$2500.00 all told.

Ques What were you worth at the time the partnership was formed?

Ans. I was worth. I suppose about \$1500.00

Ques What did that property consist of?

Ans It consisted of money paid into land

Horses. cattle. debts due one & 2

Ques

Is it not a fact that you and M. E. Woodward made large and permanent improvements on your lands down there, with the funds arising from the firm's business and goods etc?

Ans

One did not.

Ques

Where are those invoice sheets that you speak of in your examination in chief?

Ans.

The lost 2 Low of them Peter L. Chance had them, I believe he has both of them, I know he had one.

Ques

Did you keep any record of those invoices?

X Ans

I did not.

Ques

In regard to your account against, or the acct of M. E. Woodward & co. against G. W. Ely, filed by you and listed at \$130. please state what it is made up of?

Ans

~~Mostly~~ goods he purchased out of the store.

Ques.

Where are your books of the firm's business?

Ans.

The ledger is partly eaten up by rats. This happened while they had the store locked up. a book that I kept Bank accounts in is at my house. There is also some small books at the store. Memoranda books. And further this deponent soith not.

J. W. Woodward

The further taking of this account
and depositions in the same is
adjourned until Monday Feby 11th
1895. at the office of M. E. Ely
This February 5th 1895.

H. C. Forslyn

Special Commissioner

By Consent the further taking of
depositions in this case is hereby
adjourned until some future day
agreed upon. at the office of M. E.
Ely. This Feby 11th 1895.

H. C. Forslyn

Spe. Comm.

By agreement the taking of this
account and the depositions therein
are resumed at the office of M. E.
Ely, on this 8th day of May 1895.
John W. Woodward being again duly
sworn was Re-introduced and deposes
as follows.

Ques. 1.

State whether or not the firm of M. E.
Woodward & Co. owe you any thing, if so,
how much? And please file an account
itemized of this fact.

The foregoing question and any answer thereto is objected to
because immaterial, irrelevant, This being a suit to make a
settlement between E. W. Ely and M. E. Woodward,

and because the original books from which acct purports to be taken is not produced, the book being the highest and best evidence.

M. G. Ely atty for G. B. Ely

Answer. The firm of M. E. Woodward & Co. do owe me. They owe me \$736.⁸⁴ and I hereby file an itemized account of the same marked "O."

The foregoing question and answer is ^{further} objected to because this same witness heretofore on chief examination filed a list which he swore was all the liabilities the firm owed, and because the answer to this question ^{contradicts} former statements, and tends to impeach the witness. And again this is not a settlement with J. W. Woodward.

M. G. Ely atty for G. B. Ely

Ques. 2. Explain how you happened to have this account made off, when the book from which it is taken is damaged?

Ans. My attorney told me at the June term 1894 of the Circuit Court, that probably my own account and M. E. Woodward might be called for, and I drew my account off. M. E. Woodward had no account with the firm. This is the reason I have my account to file. This was before the books were damaged.

X Examiner

Ques. How long did it take you to fix up this acct, which you file with your deposition?

(21)

Answer. I don't remember just how long it took me. I worked at it when I had nothing else to do in the store sometimes half an hour and sometimes longer at a time.

ques When did you make off this acct?

Answer. I made off the bulk of it during May 1894. and after that time I added to it as things come up, until the final close of the account I think it was in Dec 1894.

ques What did M. E. Woodson & Co. owe you on Jan. 1st. 1894?

Answer. I cannot answer this question accurately. because I had been paying in and out at different times. and the account is in such a shape I cannot well separate the amounts. I often paid out money months before it was charged or credited on the account.

ques. You did not keep a true and correct acct of all the business of the firm then did you?

Ans. I did to the best of my ability - but did not keep dates up as I should. Not thinking there would be any trouble I was careless about dates.

ques From what book or books did you take the acct, here filed?

Answer. I took them from the book we used as a Ledger, and the same book that has been mutilated by rats, after that book was filled up I kept the account on slips of paper

Ques. Please take this book and point out to the Commission your acct, in the same way part of it?

Answer. In the absence of dates and names it is impossible for me to point out my account on the book

Ques. Did you or not, turn through the book just now and examine each account therein?

Ans. I did. Twice,

Ques. When did this partnership between M. E. Woodward and G. W. Ely begin?

Ans. The partnership commenced on May 1st 1890. but I think it was about a month after that before Mr. Ely put his money into the concern.

Ques. Did M. E. Woodward run any acct. with the firm of M. E. Woodward & Co.?

Ans. She did not.

Ques. Please state, if about the ^{time of the} institution of this suit you did not write G. W. Ely a letter in which you said M. E. Woodward had an acct, and that ^{with the firm} he could come and examine the same?

Ans. Mr. Ely wrote me something about M. E. Woodward's account. and I simply answered him that the books were open for him to come and examine the accounts at any time he wanted to.

Ques. State whether or not you have conducted all your business from the time of the this partnership up to time partnership ended in M. E. Woodward's name;

Answer. I have done all the store business in her name, but I had outside business I done in my own name.

Ques. The logging and timber business you spoke of awhile ago, was it transacted in your name or M. E. Woodward's?

Ans. The logging was done in my own name except one ^{Contract} with ~~the~~ Wilson that was in the name of M. E. Woodward.

Ques. How was the business transacted with U. V. Chelf?

Ans. It was done in the name of Mr. Chelf and myself. I hired him to cut the timber and paid him for it.

Ques. Whose timber was it that Wilson & Co. Ed Barber logged for Jan? And from whose land was it taken?

Ans. It was taken off my land. I have paid

all that has been paid on it. but it is not all paid for yet. I have never got a title to it. but am to have a title when I make the last payment.

ques Who is the title in at this time?

Ans. It is in M. E. Woodward.

ques Where was this book at when the rats eat the top off of it?

Ans. It was in a box, under the Counter with other books and papers.

ques Do you know the rats did not eat the other end off?

Ans. No Sir.

ques Haven't you heretofore in your deposition filed an acct of all the liabilities of the firm of M. E. Woodward & Co; And if so was your acct of \$736⁸⁴ in said list; and why not?

Ans. It was not. Simply because I was asked to file the accounts of Wholesale Merchants.

ques Now is it not a fact that you have made off your acct since you gave your deposition heretofore at Jonesville?

Ans. I have not made an item of it Since I gave my deposition in Jonesville in Feb'y last.

ques If W. H. Ely did not go into the business until June 1st 1840. why do you charge for your services, from Jan'y 22. to 1st of May,

Ans.

because the business was commenced May 1st and I considered him a partner from that time.

Ques

Don't you know it to be a fact that there is not a single item charged in that book, from which you claim you copied your acct.?

Answer.

I know that all the items charged on the account are in the book so far as it goes, to the best of my knowledge. I might overlooked an item or two but did not mean to,

ques.

Did you charge yourself with everything you took from the firm?

Ans.

I did, to the best of my ability.

ques

How much did you pay John Seals for work and labor done? while the partnership was running?

Ans.

My account here filed will show. I paid him ^{out of ~~the~~ ^{to him}} \$41.³⁵, besides a cow I paid him on my own account.

ques.

Did you charge yourself with what you paid Isaac Thomas?

Ans.

I paid him \$3.⁷⁵ and it is on the account.

ques.

Explain to the Commissioner what your ^{against M. E. Woodward & Co.} acct. here has to do with a partnership settlement between M. E. Woodward and G. H. Edg^s,

Ans. The papers will show, as far as I know,

Ques. Was the partnership authorized to deal in lumber and sheep?

Answer. I never heard anything said about it. I heard of no objection from any one. The dealing in Lumber & Sheep was all since Jan 1st 1894, and the proceeds was applied to the payment of the old debts previous to Jan 1st 1894, and also the stock of goods that was on hand, were sold & proceeds applied the same way.

Ques. You claim that this book contains 1st invoice of profits. State if you did not heretofore swear that you kept no record of the invoices?

Ans. I do say that this book contains the first invoice, and profits ascertained, less outstanding due bills &c. I did so swear, and at the time did not know I had this book, but in looking over some papers I come across this book,

Ques. In your acct, here filed you have charged M. E. Woodward \$66⁶⁴ paid ^{M. E. Ely} ~~me~~. Please if that was not paid me on an execution issued on a F. C. B. vs. M. E. Woodward. J. M. Woodward, Ex. H. A. Ramsey?

Ans. It was, for a debt that Mr. E. Woodward has owed, myself and F. A. Munsey went on the F. C. Bond
ques. The \$193²⁵ charged to M. E. Woodward & Co. for Mill etc. Please state how it is they owe you that amount?

Ans. Simply because, I had paid out that much on a mill that Munsey has in his possession, with the understanding that I was to be $\frac{1}{4}$ partner, and I thought as I was to get nothing out of the mill I ought to be paid back what I ^{had} put in. So I charged it up to the concern. I paid it in cash of my own \$32⁰⁰ and the balance I paid out of the store of M. E. Woodward & Co. and charged it to myself, which is on my bill here filed marked "O."

ques. If you take \$200. per year out of your acct here filed for your services as clerk etc. How much then would M. E. Woodward & Co. owe you?

Ans. If I was allowed nothing for Clerking service, it would leave me owing the firm a small balance

ques. According to your statement here How much does G. W. Ely owe M. E. Woodward or How much does M. E. Woodward owe G. W. Ely?

Ans.

The accounts will show.

And further this deponent soith nof.

John E. Woodward

John E. is a witness of lawful age being introduced by Plff. before and soith,

Ques. 1st Please state your age, occupation and residence;

Ans.

I am 50 years of age, a mechanic, and I live near Beech Spring Lee Co Va.

Ques 2. Please state whether or not you are acquainted with the ^{late} firm of M. E. Woodward & Co., and whether or not you ever traded any with said firm; and if so, how much has been paid you out of said firms store for labor done etc.;

Ans.

I was tolobly well acquainted with it, I traded with Them Considerable, I was paid out of the store first and lost about \$115.00 it might be more or it might be less.

Ques. Were you about the firms place of business any and if so, did you see employes of J. M. Woodward come in to said store and take out nails, corn etc without weighing or measuring, if so tell all you know about it?

Answer.

When I was at work for J. M. Woodward I took Nails out of the store to use for him. without their being weighed, a few.

Ques. 3 Please state whether or not you ever heard J. W. Woodward say anything about what ^{he} charged or was to charge for his services in conducting the business of the firm of M. E. Woodward & Co.?

Ans. On one occasion J. W. Woodward told me he was doing the work there as clerk free of charge, and I heard him make the same declaration to others.

Ques Please state what you heard him say about hauling goods etc.?

Ans. He wanted some work done on a wagon, ^{I think} he seemed to be a little out of humor. He said he was doing all this work for the firm ^{on July, or} free of charge.

Learn.

Ques. 1. You say some nails were removed without weighing, do you know whether or not these nails had been charged to J. W. Woodward before you got those you mention?

Ans. I don't know anything about that.

Ques. 2. Then can you say that even any of the goods belonging to the firm were ever removed by Woodward himself or by his order that were not charged?

The foregoing question is objected to because
argumentation tends to raise a question with witnesses?
p. 4. 6. at 4. Q

Ans.

I cannot,

Ques. 3.

Do you know what the firm contract was, or what J. W. Woodward's contract with this firm was?

Answer

I don't know what the firm's contract was, neither do I know anything about J. W. Woodward's contract with M. E. Woodward & Co.

Ques. 4.

Then when you say you heard Mr. Woodward say he was doing certain things free, do you know whether he had reference to work done for the firm, or with ~~for~~ some individual?

Ans.

It was work done for the firm as I understood it.

Ques. 5.

Please tell us exactly what he said he was to do without charge?

Ans.

I thought he had direct reference to his clerking in the store, hawking & other connection with the store, is what I thought he had reference to.

Ques. 6.

Do you give your impression received from his conversations or do you give what he really said?

Ans.

I give what he really said.

Ques. 7.

Then state his language?

Ans.

He said, ^{I am} ~~he was~~ doing all this work for the firm free of charge.

Ques. &

How did he come to say this to you?

Ans.

I don't remember exactly, but I think it was about the time we was talking about repairing the wagon - but am not certain about it.

Re direct:

Ques

you do know that you took nails out of Firm's store without their being mis-hel at the time?

Ans

yes. I took a few nails out. I took them out of a keg we had been weighing out of.

Re. Exam.

Ques.

How many did you get, & do you know whose they were?

Ans.

I got a few pounds. they were in the store, and I don't know whether

they ^{were} of W. Woodward or the firm's.

And further this deponent soith not.

Witness claim
1 day 50 cts.

J. H. Seals

The further taking of depositions in this case is adjourned until to-

morrow morning May 9th 1895 at 9 o'clock at the same place.

This May 8th 1895.

H. C. Joslyn
Spl Commr

Met pursuant to adjournment
on this 9th day of May 1895.
at the office of M. C. Ely.

G. W. Ely introduced by Off. deponents with

q. us.

Please state all you know about the saw
mill transaction with Mr. E. Woodward?

Answer.

In the year 1891. in the Spring. E. H.
Russell and myself, were talking
of buying a saw mill, and I
happened to be at the store of Mr.
E. Woodward & Co. and was speaking
about it, and Mr. J. W. Woodward
said he would like to have
an interest in the mill, and
made the proposition, to run
that he would help pay the
freights on the mill, and pay
1/4 of the expenses of running it,
and myself and Mr. Russell
were to run the mill until
it had earned enough to
pay for its-self, and when
it had done so, Mr. Woodward
was to own 1/4 of the outfit,
Mr. Russell & myself paid for the
mill \$1700.00 and we paid our
portion of the freight, and

run the mill according to Contract, and up to the present time, it is not fully paid for - but I think there is enough coming to the Mill Co. to pay it out. I consider Mr J. W. Woodward owns $\frac{1}{4}$ of the Mill outfit when we collect up what is due the mill,

Ques. Is the suit at law against you by M. E. Woodward she has you charged with \$98.²⁵; and in this suit J. W. Woodward has M. E. Woodward & co. charged with the same amt. Please state whether or not you or M. E. Woodward & co. either one the said amt.

Answer. I don't owe J. W. Woodward anything on the mill - neither does the firm of M. E. Woodward & co owe him for it, or anything on it,

Ques. Please state if M. E. Woodward in her answer in this case under oath does not say that she is the one that was to have the $\frac{1}{4}$ interest in the mill and that pursuant to that agreement she paid the \$98.²⁵;

Ans. According to the answer now before me she claims to be the partner, in the saw-mill,

Ques. I now hand you the returned acct of M. E. Woodward against you in which an action at law was brought, Please state what part of that acct you owe if anything, do you owe for the colts charged?

Are you responsible for the items charged that
was not paid on your order?

Answer. There are some items in that account
that are correct, and some that are
not correct. I don't consider that I
owe anything on the Colt. The amount
lifted by Peter Bonett & wife & Mollie
Thomas, I never authorized them
to get the articles, and I had previously
notified J. W. Woodward not to let my
family run in debt in that store
unless I told him so. Peter Bonett's
wife and Mollie Thomas are my
daughters.

Ques With what knowledge you have of this partner-
ship business and its success how much do consider
is due you from M. E. Woodward on a fair and
just settlement?

Answer. It seems to me that I ought to
have my original Capital at least
which was \$200.⁰⁰

Ques I now hand you the book that is claimed to be
rat poison. Please examine it and see if you can
see any sign of rats teeth on it?

Obj. This question is objectionable be-
cause it asks for an opinion
because the book being in evi-
dence shows for itself.

Ewing Fordwood

Answer. I dont know how to answer this question but it looks like there was something about it that a rat could hardly do. in some places it looks like it might be a cut. but I dont know that it is.

Ques. Did you ever see a rat that you thought was stout enough to tear that cloth the way it has been torn?

Ans. I would hardly think a rat or one of our common ones could tear it that way.

Xamination.

Ques. 1. Did you ever send your children to the store with verbal orders for goods?

Answer. Yes, I did. Some of them I think.

Ques. Is the account of M. E. Woodward against yourself & Ed. M. Russell just or paid?

Ans. According to my recollection it is very nearly correct. but the account is due M. E. Woodward too.

Ques. You say it seems to you that you ought to have your original capital due you, now are you not given credit for that amount in the account of the firm vs. Liddie & yourself?

Ans.

I see he has got it on the ^{of M. E. Woodward & Co. vs. Geo. H. Ely} account, and he has also got me charged with what he paid on the saw-mill.

Ques.

Can you tell any thing certainly about the fire business, or do you not have to rely on those who kept the books?

Answer.

Of course I will have to rely upon the one that kept the books

Ques.

Why do you say that you do not owe for the coal?

Answer.

In the Spring of 1891. J. W. Woodward had bought a very common looking Colt. and put it in a field adjoining mine. The Woodward's mare broke out of his field and come to my stable. Then my mule broke out of the stable and went back with the mare. into Woodward's field. and I suppose the Colt was killed but what killed it, or how it was killed I don't know.

And further this deponent with not. H. M. Houdshell introduced by G. H. Ely
Diff. before and says.

Ques.

Please state all the dealings you have had with J. W. Woodward or M. E. Woodward & Co. and how much have you been paid out of the store of said firm.

Answer. Mr Woodward hired myself and Tom Shupe to take down a house, and rebuild the same, for \$90.00 I also done some work on a barn. That come to \$7.40 myself and Harrison Shupe Cut a lot of timber that amounted to \$12.39 on the building of the house Mr Woodward put in a cow for \$30.00 and some beef. \$2.25 the rest was paid out of the store except \$10.00 which Mr Woodward paid me in cash

ques. Are you acquainted with John W. Woodward?

Ans. Yes. I am pretty well acquainted with him.

ques. Are you acquainted with the neighborhood in which he lives?

Ans. I think I am pretty well acquainted in the neighborhood where he lives.

ques. Are you acquainted with his reputation in that neighborhood for truth and veracity?

Ans. I think I am.

ques. Is that reputation for truth and veracity good or bad?

Ans. Very bad I think by the way people talk.

X exam.

ques. Would you believe J. W. Woodward on oath?

Ans. I would have to believe him on oath.

Ques.

You speak of doing work to the amount of \$90.⁰⁰ & \$12.39, were these sums paid you, or did you get only one half?

Ans.

I got \$40.⁰⁰ out of the \$90.⁰⁰ and one half of the \$12.³⁹

Ques.

Reduct

You say that you would believe John W. Woodward on oath, is that statement from your own knowledge or from the reputation he has?

Ans.

from my own knowledge.

Ques.

Now, judging from the reputation he has, can you say that you would give him full faith and credit on oath?

Ans.

I don't think I could say.

And further this deponent soith not.

Witness claim

~~He~~ M. E. Hounshell

1 day 50 cts.

John W. Green another witness introduced by off. deposes and saith;

Ques.

Please state all the dealing you have had with J. W. Woodward or M. E. Woodward & Co, and how much was paid you out of the store of said firm?

Answer.

I swapped watches with Mr Woodward and he paid me \$19.⁰⁰ out of the store. That is about all our dealings

Ques. Are you acquainted with J. W. Woodward?
Ans. I am tolerably well acquainted with him.

Ques. Are you acquainted with the neighborhood in which he lives?

Ans. I am.

Ques. Are you acquainted with his reputation in that neighborhood for truth and veracity; if so is it good or bad?

Ans. I am acquainted with his reputation from hear say - and it is not good.

Ques. From what you hear of his reputation - could you give him full faith and credit on oath?

Ans. From his reputation from what I hear I could not give him full credit.

Ques. ~~Not~~ X am -

Who did you ever hear discuss Woodward's character for truth?

Answer. I have heard Thomas Edds, P. L. Chance, Buck Hounsshell, Peter Bonett, William Harben & John Harris.

Ques. Tell us something - you heard them say?

Ans. I have heard all of them say that he would say he had goods at the depot when he had none there.

I also heard Peter Enright say he told him he had an account against him. and when he went to pay it off. it was ~~an account~~ a note.

Ques.

Do the neighbors regard Mr. Woodward as a liar?

Ans.

It seems they do, from what they say - but I don't know.

And further this deponent with note.

with claims
1 day 50. etc.

John. W. Green

John Harris another witness introduced by Deft. deposes and saith;

Ques.

Please state as to all your dealings with J. W. Woodward or M. E. Woodward & Co. and state how much you have been paid out of firm's store for work labor done etc;

Ans.

I cannot say exactly. I have dealt with M. E. Woodward & Co. ~~for~~ all the time the partnership was going on, in which Mr. G. H. Ely was one of the concern, and during that time I dealt at least \$200.⁰⁰ worth and all this amount was paid me out of the store.

Ques.

Please state what you ^{know} about nails and corn being taken from the store without being weighed or measured?

Answer. I took some few pounds of Nails out perhaps 10 lbs. I also took out some Corn that had not been measured, I guess. There was at least forty bushels out of the Crib and store that was not measured. Mr Woodward told me some-one was stealing the Corn, and he had me move it from M. E. Woodward's Crib and put it in his own, and we fed it from his Crib.

Ques. Are you acquainted with John W. Woodward?

Ans. I am.

Ques. Are you acquainted with the neighborhood in which he lives?

Ans. I am.

Ques. Are you acquainted with his reputation in that neighborhood for truth and veracity, if so is it good or bad?

Ans. I am acquainted with his reputation in his neighbourhood, and I would have to say it is bad.

Ques. Judging him from that reputation which he has would you give him full faith and credit on oath.

Answer. From what I have heard if it be true I could not believe him.

Xaen.

Ques. Do you know that what have heard said of Mr. Woodward is true?

Ans. I heard a heap of talk, but don't know that it is true.

Ques. Mr. Woodward has given his deposition in this case, now judging him by his reputation as you say you have heard it, are you willing to say you do not believe what he states in this deposition?

Answer. I could not say. That I could not believe his testimony in his deposition.

Ques. You have stated that you did certain work for Mr. Woodward, please state when you began, & tell what you did, as near as you can?

Ans. I began in the fall of 1890. I worked for him, until along in the Spring and some in the Summer. I guess about 50 day work in 1890, & 91. in 1892. I worked for him 10 days in 1893. 4 months at \$15.00 per month, in 1894. 4 months at \$15.00 per month.

Ques. Do you know who owed any come or become that you received from Mr. Woodward?

Answer. I got the most of it out of the store. but I don't know who was the owner of it, I don't know whether Mr Woodward charged the Corn to himself or not, that was moved from one crib to another. And further this deponent saith not.

witness claim J. H. Harris

1 day 50 cts. Peter F. Chance another witness introduced by Off. O'pouth and saith {

Ques. In your deposition heretofore taken you make a statement in regard to J. W. Woodward saying that he was not to charge for his services in attending to the business of M. E. Woodward & Co. Please repeat that statement again and any other matter you remember about the conversation that occurred at the time?

Answer. I asked Mr Woodward at the time we took the first inventory what he charged Geo. H. Elk for attending to the business, and he said he did not charge him anything. That he was in a little business there himself and he did not charge him anything.

And further this deponent saith not.

witness claim
1 day 50 cts.

P. F. Chance

David Wilson and E. I. Speake
Abel Barber and Alex Barber
^{William Attery and J. M. Russell}
having been summoned and
appeared but not examined their
all claim for one day each
as witnesses. 50 cents each.
The further taking of depositions in
this case is hereby adjourned until
Wednesday May 15th 1895. at the office
of the Circuit Court Clerk in Jonesville
Va. This 9th day of May 1895.

H. C. Foslyn
Spl. Commr

Met pursuant to adjournment, and
there being no witnesses present
the further taking of depositions in
this case, is adjourned until May the
20th at the office of the Circuit Court
Clerk. This May 15th 1895.

H. C. Foslyn Spl. Commr

Met on this 20th day of May pursu-
ant to adjournment. Present Plff &
Def by Counsel.

W. C. Hobbs, ^{introduced by the def.} a witness of lawful
age being duly sworn deposes
as follows.

1st ques.

Are you acquainted with

J. W. Woodward, do you know his reputation in his neighborhood for truth? If so is it good or bad?

Ans. I am acquainted with J. W. Woodward we were raised together. I am tolerable well acquainted in the neighborhood where he now lives. as far as I know his reputation is good.

Ques. 2. Judging him from his reputation, would you give him full faith or credit on oath?

Ans. Yes sir: I would how to give him Credit and Faith on oath;
X Amnistion

Ques. Do you say that you are acquainted with the neighborhood in which J. W. Woodward now lives?

Ans. I know the neighborhood very well.

Ques. Are you acquainted with his reputation in that neighborhood for truth and veracity?

Ans. I know that it was good four years ago - but just at this time I don't know just how his neighbors do talk about him.

Ques. Did you ever hear any body discuss ^{a speech of} his reputation for truth and veracity?

Ans. I don't know that I have.

Ques. You the don't know his reputation & you

Ans. I have never heard any one say

anything about it lately.

Ques If you knew that Mr. Woodward had sworn something in his answer in this ^{case} and another directly opposite to that in his deposition in this case, then could you give him full faith and credit on oath?

Obj. because this has nothing to do with the issue.

Exempt for Mr.

Ans. If I knew he had. of course I could not.

And further this deponent soith not.

With Claim
1 day 50 cts

W. C. Keith

B. M. Coines a witness of lawful age being duly sworn deposes as follows:

If you know J. W. Woodward, state how long you have known him. State whether or not you are acquainted with his reputation for truth among his neighbors, or if so whether it is good or bad; or whether from this reputation you would give him full faith and credit on oath?

Objected to because illegal, but does not ask whether he is acquainted the neighborhood in which lives, and reputation in that neighborhood for truth and veracity.

Mr. E. E. for Opp

Ans. I have known him about twenty
five years. I am not acquainted
in his neighborhood.

And further this witness with not,
witness claims
1 day 50 cts. B. M. Gomes

C. W. Wynn another witness of lawful
age being duly sworn deposes as
follows,

State whether or not you know
J. W. Woodward, & how long you
have known him; & whether
or not you know his reputation
among his neighbors for truth,
& whether it is good or bad; &
judging from what you know,
whether you would give him
full faith on oath?

Ans. I have known him about 18 years.
I have not heard any one discuss
his reputation, his reputation is
good as far as I know.

X Minister

Ques Are you acquainted the neighborhood in which
Mr. Woodward lives?

Ans. I am tolerably well acquainted in his
neighborhood

Ques Are you acquainted with his reputation in that
neighborhood for truth and veracity?

Ans. I cannot say, that I am, nor that I am not, acquainted with it,

Ques. Please state what relation you are to Mr. Woodward
Ans. I am a Brother in law of his.
And further this deponent with Mr.
C. W. Wyrick

L. W. Ellerson another witness of lawful age being duly sworn deposes as follows.

Ques. Are you acquainted with J. W. Woodward, and if so how long have you known him.

Ans. I am acquainted with J. W. Woodward and have known him for about 20 years.

Ques. Are you acquainted in the neighborhood in which he lives.

Ans. I am partially acquainted in the neighborhood in which he now lives. and have known him in other neighborhoods where he has lived.

Ques. From what you know of his reputation among his neighbors Could you give him full faith and credit on oath.

Object to because illegal, witness not having stated that he was acquainted with his reputation in the neighborhood where he now lives. - M. G. E. J. for off -

Ans. I could. I never heard anything among his neighbours to the contrary.

Examination

Ques Mr. Elyson Are you acquainted with Mr. Woodward's reputation for truth and veracity in the neighborhood where he now lives?

Ans. Only so far as I have heard it ~~spoken of~~ and discussed among his neighbours. and that is not very extensive

Ques Who of his neighbors did you ever hear discuss his reputation for truth and veracity?

Ans. I heard Mr. Geo H. Ely. discuss it and he seemed to like him very well. he was discussing his general character. I don't know that I ever heard any one discuss his character especially as to truth and veracity.

And further this deponent with mat.

Witness claims L. M. Ellison
1 day 50 cts.

Virginia Lee County To-wit:

I Henry C. Foslyn a Special Commissioner do hereby Certify that the foregoing depositions of Geo H. Ely. P. F. Chance. J. W. Woodward, John F. Seals, H. M. Houndshell, John W. Green John M. Harris, W. C. Hables, B. M. Coines, W. C. Wynn, and L. M. Ellison, were duly taken. Sworn to and subscribed, before me at the times and places mentioned in

The Caption of the same.

Given under my hand. This 20th day
of May 1895.

Henry C. Joslyn
Spl Commissioner,

lies H. Ely
vs. J. In Chancery
Me. E. Woodward et al

The depositions of

lies H. Ely	2 days	100
P. F. Chance	2 "	100
J. W. Woodward		50
John F. Seals	1 day	50
H. M. Houndsbell	1 day	50
John W. Green	1 day	50
John M. Horrie	1 day	50
W. C. Hobbs		
B. M. Croines		
W. C. Wynn &		
L. W. Ellison		
Abe Barber	1 day	
John Hylman	1 "	100

Costs:

Witnesses fee \$ 7.50

Constable " 2.00

Commissioners 20.00

The deposition of J. W. Woodward taken before me ~~Ch~~ Jones special Commissioner in the Chancery cause of Frances A. Munsey against Cowan McBlung & Co, to be read as evidence by me in determining the questions submitted to me by a decree of the Circuit Court of Lee County at the March Term 1895.
Taken at the office of Orr. Blankenship Esq, May 28th 1895.

~~Direct Mr Woodward~~

J. W. Woodward a witness of lawful age, being first duly sworn, deposes and saith as follows.

Ques, Please state if you can where the land conveyed by F. A. Munsey and wife to M. E. Woodward by deed bearing date June 12, 1888 is situated, the value thereof and its fair cash rental value per year?

Ans, It is situated in Lee County Virginia on the road

from Jonesville to Cumberland Gap, ten miles west of Jonesville; on Hardy's Creek. It is worth One Thousand dollars; Its fair cash rental value per year is worth forty five dollars. I herewith file two receipts one for forty, and one for fifty dollars, which I paid E. W. S. Scott on the land that was conveyed to M. E. Woodward by J. A. Munsey, and also conveyed to M. E. Woodward by W. S. Scott, it being part of the ~~same~~ ^{which} land J. A. Munsey conveyed to M. E. Woodward, and through a mistake.

Ques 2. How many acres is there of this land.

Ans 2 One hundred & seventy seven ^{acres} more or less.

And further this deponent saith not.
J. W. Woodward

Virginia

Lee County, to-wit:

I C H Jones Corin
in the above styled cause, certify
that the foregoing deposition of
J Woodward was taken, subscribed
and sworn to before me for the
purpose mentioned in the caption
Given under my hand as Corin.
This May 20, 1895

C H Jones
Special Corin

F. A. Mussey
vs { Deposition
Leman M. Cling Co

Supplement

14
7
3
60
20
14 72
11 5 38

Francis A. Munsey,
vs. $\frac{1}{2}$ In Chy.
Cowan, McBlung & Co. et al.

The deposition of F. Munsey and
others taken before me C. H. Jones Special
Court, in the above styled cause,
pursuant to a decree rendered by
the Circuit Court of Lee County Vir-
ginia on the 11th day Mar. 1895.

at the of Pennington Bros. Jonesville,
Va, pursuant to the attached notice,
which depositions are to be read
as evidence in behalf of the
said plaintiff in determining
certain questions submitted to
me in said decree.

Present: C. O. R. Ewing & C. T. Duncan
for plaintiff and Robt. L. Pennington
for defendants.

Dec. 1. F. A. Munsey, a lawful witness,
being first duly sworn, deposes
and saith as follows.

Dec. 7. Am given the Plaintiff in this
cause whose deposition was taken
at the office of Dr. Blankenship &
Ewing on the 1st day of March '95-
filed in this cause.

2.
If so please state who made the pay-
ments which you state were made
and all you know of such pay-
ments?

Ans. 1 I am. Mr. Woodward has made
me every payment that was made,
When I say Mr. Woodward, I mean
J.W. Woodward. Mr. Woodward
married my daughter and I
had opportunities to know what
money she had; and know that
she had no money of her own
with which to make payments
on this land. She did no trading
herself, and had no money of her
own, and no property to convert
into money. Except I gave her a
horse, saddle and bridle, and do not
know what disposition was
made of them. She never paid
me a dollar on the land in
her life. I speak of the time the deed was

1. Said up to the time
she was interred in
the stone.

2. Please state the amount due you
from M.E. Woodward, on the land
she purchased from you, on the 12th
day of June 1888, the date of said deed;

Ans 2 There was due me when said
deed was executed

to wit: on 12th day of June, 1888
 Nine Hundred and fifty dollars.
 One hundred, ^{dollars} of the purchase price
 of said land was paid to me
 before said deed was executed.

3 The notes executed to you for said
 sum of \$950.⁰⁰ if so please state by
 whom said notes were executed.

Ans 3 They were executed by Martha E.
 Woodward and J. W. Woodward.

Ques 4.3 You state in answer to a question
 propounded to you. when you knew
 you gave your deposition in this
 case that John W. Woodward had paid
 you all that had been paid to you
 towards said land. Now please state
 to whom if anybody, you delivered the
 notes so paid.

Ans 4 To John W. Woodward.

5 To whom did you sell said tract of
 land.

Objected to by Robt L. Peurington
 because the deed is the best evidence
 is the best evidence.

Ans 5 To John W. Woodward and Martha
 E. Woodward his wife.

Ques 6 Then why was the land conveyed to Martha E Woodward alone?

Ans 7 It was at their request, ~~It was that~~ I did this, ~~So far as my judgment~~ ~~serves me~~ I don't know why the request was made.

Cross Examination by
Perrington, Atty, for Geoan. McBlung & Co

Ques 7 At the time you made the deed to Mrs. Woodward, did you not know that John Woodward had previously that time been engaged in the Mercantile business, and was then owing considerable debts?

Ans 7 In regard to Mr Woodward's being financially crippled, there was a flying report; but I knew nothing about it.

And further this deponent
says not.

F. C. A. Muncey

J. W. Woodward another witness of lawful age he first duly sworn deposes and says as follows.

Ques 8. Please state what interest, if any

This question & the answer expected to
become Parol evidence can not be
admitted to explain or contradict the
terms of the written instrument.

you have in the land con-
veyed by Francis A. Munsey and Sarah,
his wife, to Martha E. Woodward
by deed dated June 12th 1888; and
why the deed was so made; all
you know about the purchase
price; how much has been
paid and by whom; and all
you know about it?

Ans 8

I consider I have all the interest
~~except~~ as I was the true pur-
chaser of the land therein
described, ~~At~~ At the time the
deed was made, I had what
the doctors called a cancer on
my face; and entertaining fears
that I would not live long
I requested Mr Munsey to make
the deed to her because I
entertained the fear that I
might drop off, and I wanted
so she could have control
of the whole land, and not
be cut down to one third.
The purchase price was as the
deed shows, \$1050.00 of which
amount \$100.00 was paid down;
and as the deed shows a vendor

lien was retained for the balance. I have since paid of my own money and property the credits as shown on the notes which Mr. F. A. Munsey has filed with his deposition and I have also paid in the same way the notes which I herewith file marked 'X', 'Y' & 'Z', aggregating in principal the sum of \$60000; and as I have said my wife Martha C. Woodward has made none of these payments nor no part thereof.

Ques 9 Please state what you know of anything as to the payment of a judgment against M. C. Woodward in favor of McMillan, Hager & Co. aggregating \$54.99.

Ans 9 The same is paid in full to M. S. Ely their atty. I here ought to ^{be} credits on the judgment in favor of M. W. Woodward & Co., aggregating \$206.72; and also on the judgment of Selig Bros. of \$91.62; and also on the one of Cowan, McChung & Co., of \$565.28, all against M. C. Woodward; ~~and also on the~~ but I do not know the amounts.

~~Ques 10~~

And the reason why I do not know, is because the Sheriff has been selling property under executions, and applying to their payment

10 Was there any understanding between your wife and yourself as to a reconveyance of said land to you in the event you got well, if so please state what it was?

Ans 10

The understanding was that she was to reconvey the land to me in the event I got well of the cancer on my face, and in view of that Agreement, and being jointly bound with her on said notes I lifted them as Mr. Munsey wanted money, thinking that the notes thus lifted would be ample security to me for the land in the event she failed to deed it to me, as they would be as I thought a lien on said land

11 Was this arrangement of having the land conveyed to your wife and her agreement to reconvey it to you as above stated by you

Ques 10 explains to become illegal.

made for the purpose of defrauding or in anyway injuring your creditors or the creditors of your wife?

11

There was no such intentions on my part, nor on the part of W.E. Woodward as far as I know.

And for her This deponent saith
John W. Woodward

Virginia, Lee County to-wit

J. C. H. Jones Special Commr.
hereby certify, that the foregoing depositions of F.A. Munsey and John W. Woodward were taken, subscribed, and sworn to before me at the time place, and for the purpose as set out in the caption, given under my hand, This April 25th 1895.

C. H. Jones,
Special Commr.

F. A. Minney
vs Depositions
Carr.
Conan, McBlung & Co et al.

15-0
150
86-0
200

On or before the first of January 1889
I promise to pay. To H. M. Macey the
full sum of Three hundred and
fifty Dollars for Value Received
for Purchasing Money on Land and
I here-by Waive my Homestead
Exemptions as to This Debt Witness
my hand and seal this 12th day of
June 1888.

M. E. Woodward Seal
J. W. Woodward Seal

Recd - of John W Woodson
Payment in full of the with
in note with its Interest
this June the 11th 1889

J A Muncy

(1)

64
\$150.00

Mr. or before January the 1st 1890
we or either of us bind our selves to
pay F. A. Winnie one Hundred and
fifty Dollars with Interest from
January the first 1889 for purchase
money on land and we here by waive
the Benefit of our homestead exemp-
tion as to this Debt witness our
hands & seals This 12th day of June
1888.

Martha E. Woodward Seal
J. W. Woodward Seal

McWoodward
To Note

Jan Jan 1878

Recd of John H Woodward paymt
in full of the with in note with
its interest this Feb 1st 1890

L. A. Muncy

(2)

On or before January the first 1884 we
or either of us bind our selves to pay
To H. Wmsey. One hundred Dollars with
Interest from January the first 1889 till
paid for Value Received it being for
Purchasing Money on Land and we here
by waive our Home Sted Exemptions
as to this Debt witness our hands
and Seals this 12th day of June 1888

Attest
J. M. Woodward Seal

Received of John Wood
and Jaymie in full of
the with in note with its
Interest this Jan 3rd 1894

(6)

L. A. Muncy

G. H. Ely Plff
vs.
M. E. Woodward Def

Virginia Lee County to wit -

This the 3th. day of June 1894. G. H. Ely personally appeared
before me, ^{D. C. Sewell a Notary in and for the County and State aforesaid}
and made oath that the statements made
in the defendants answer in the above styled
cause as to he G. H. Ely agreeing to pay any part of
the house rent and the services of J. W. Woodward as
Soleman for the firm, of M. E. Woodward & Co, is
untrue, but on the contrary said J. W. Woodward agreed
and told G. H. Ely that he would act as salesman
for nothing as he had to be there anyway and that he G. H. Ely
did go to defendants time and again for a partnership
settlement, and made propositions to ^{them to} sell them his interest
in the business, but defendants refused to entertain any proposition,
G. H. Ely further made oath that it is untrue that M. E. Woodward
paid a one fourth interest amounting to \$193.25 in a saw mill,
on the contrary that said saw mill is not yet paid for, and
that M. E. Woodward never had any interest in said mill until
it paid for its self, And G. H. Ely further made oath that
the proposition in said answer in which M. E. Woodward says
that through her agent J. W. Woodward that they would dissolve
said partnership and turn over to Court enough of the goods
and assets to pay off the indebtedness of the firm and divide
the remainder between them ^{several profits} is all untrue, and further
it is untrue that Court knew anything of the indebtedness of
the firm ^{The defendant not telling him anything about its condition.}
He states that - is untrue that he is insolvent - he has plenty of property over and above his
time under my hand this the 3th day of June 1894.

D. C. Sewell M. P.

G. H. Ely,

vs } affidavit.

M. E. Woodward,

Wise County, Texas:

I, W. H. Bang, a Commissioner in
Chancery for the Circuit Court for the County
aforesaid in the State of Virginia
do certify that M. G. Ely this day personally
appeared before me in my County aforesaid
and made oath that he is personally acquainted
with J. D. Edds, and knows him to be an
honest, industrious young man of good
business qualifications; that said Edds
lives within a half of a mile from the place
of business of M. E. Woodward & Co., and would
be a suitable person to take charge of, as
receiver, and manage the affairs of said
mercantile firm, until the matters in
controversy between them and G. H. Ely are
adjudicated. Given under my hand
this the 31st day of July 1894.

W. H. Bang, Comm'r in Chy.

G. H. Ely

13 } Affidavit

M. E. Woodward et al

To the Hon W. F. Miller, Judge of the Ct. Ct. of
Lin Co.,

In the chancery cause of
Oscar McElaney & Co. vs.
G. H. Eay, et al, and G. H.
Eay vs. M. E. Woodward,
et al, and J. A. Mueser
vs. M. E. Woodward et al,
by order entered in said
cause your court ordered
to C. C. Russell, as he
has & reported him,
& there is now due the sum
of \$47. ⁵⁰, with J. M. Russell
as surety, though the said
sum has been due since
the 18th day of May, 1896, it has
not been paid. Your court
asks that a rule be awarded
against the said Russell
to show cause if any
he can why the bond
purchased by him may
not be rescinded. June 14, 1897
Edw. H. Rice, Chancery Commr.

Cowen McCarty Co.

v.s. $\frac{3}{4}$ Report.

G. H. Coyle & Co.

To The Hon W. S. Miller

Judge of the Circuit-Court for the Geo.:-

Your unsigned special commission
obtained by a decree entered at the last term
March, 1896. to sell the undivided Russian-
any interest of M. E. Woodward, in a
decree entered in the case of Lawson-
McClung & Co vs. H. H. Tiley, & F. A. Munsey
vs. M. E. Woodward, cases brought on
to be heard together, begs leave to
report that after giving notice of
the time and place of sale, as
required by said decree, your com-
missioner proceeded on May 18th
that being a court-day, at the front-door
of the court house to see the said interest;
and after crying the sale for some
time it was knocked off to C. C. Russell-
~~who paid your~~ at \$50.00 who paid
your com. \$2.00 cash and executed
his note for \$47.50 due in 12 mo.

Respectfully submitted -

R. L. Pennington Commr.

Leaves Mr. C. L. C. -

rs. of Report - of

Sale by D. L. C. C. C.

M. C. Woodward et al

Filed May 29, 1896

A. B. Munsey Clk

F.A.Muncy, Compl. (

vs.

) In Chancery.

Cowan McClung and Co. Defts.

This cause came on this the 11th day of March to be
of Cowan M^cClung & Co. & W. W. Woodruff & Co.
heard upon the Bill of the Complainant, demurrer thereto, coupled with a motion to dissolve the Injunction heretofore granted in vacation, the deposition of witnesses, and the exhibits filed with the said Complainants bill, and was argued by counsel; upon consideration of all which and for reasons appearing to the court it is adjudged ordered and decreed that the demurrer of the of the said Cowan, McClung and Co., and W.W. Woodruff and Co., be over ruled, that the said motion of the said Defendants to dissolve the said Injunction, be sustained, and that the said Injunction be dissolved; that upon the motion of the said Cowan, McClung and Co., and W.W. Woodruff, by their counsel they are allowed to file their answer to the said Complainants bill; that upon their motion they be allowed to file their cross bill against M.E. Woodward, who is hereby required to answer the allegations in the said bill fully and completely; And for reasons appearing to the court it is further adjudged ordered and decreed that C.H. Jones who is hereby appointed a special Commissioner for the purpose after giving notice of the time, terms and place of his sitting for 15 days, shall proceed to take, state and ascertain the liens existing against the real estate of the said M.E. Woodward, their amounts, dates and priorities, and ~~what~~ what real estate the said Woodward owns, where situated, and the value and the rental value thereof. And he will report all other matters deemed pertinent to by himself or specially required by any one interested in the said proceeding. And he will report his action to court and this cause is continued.

F. A. Munsey

vs. 1 Decr
Cowan M^{rs} Almy & Co

O.B.
Page 77

Enter this
Mch 11, 1845;
H. J. M.

F.A. Muncy, Complainant,
vs. In Chancery.
Cowan McClung and Co., Defts.

It is adjudged, ordered and decreed that C.H. Jones who is hereby appointed a Commissioner ~~for the~~ after giving notice of the place, time and terms of his sitting for 15 days shall proceed to take state and ascertain the liens existing against the real estate of the said M.E. Woodward, their dates, amounts and priorities and what real estate the said Woodward owns, where situated, and the value and the rental value thereof, and he will report all other matters deemed pertinent to himself or specially required by any one interest in the proceedings and he will report his action to court.

Notice.

Jonesville, Va. April 5, 1895.

The parties interested in the foregoing decree of which the above is an extract, will take notice that on the 25th day of April, 1895 at the law office of R.L. Pennington in the town of Jonesville, Va, I shall proceed to execute the same, when and where they are required to attend with such evidence as shall enable me to comply with the terms of the same.

C. H. Jones
Special Commissioner.

F. A. Munnery

vs. } Notice for Account

Cowan M^{rs} & Co.

The accept service of
the within notice for
Cowan M^{rs} & Co. v
J. M. Weston.
Pumpkin Bras
Ship.

Exercised by deliver-
ing a copy of the
within notice to J. W.
Woodward and M. E.
Woodward this April
19-1895.

J. M. Weston vs. for
E. & Flanary S. L. C.

Class A \$306.97

" B 771.05

" C 101.48

Total \$1189.40

M. E. Woodward,

In Account with Lien Creditors.

Balance due on a note executed,
June 12th 1888 for \$150.00 by M. E. and
J. W. Woodward to F. A. Munsey for pur-
chase price of land, ^{containing interest} up to June 3, 1895 299.77

a To two notes for \$150.00 each executed,
June 12, 1888 with \$100.00 off
by M. E. Woodward and J. W. Woodward
to F. A. Munsey for purchase price of
land, with interest from Jan. 1, '89
Total 306.97

b U. W. Woodruff & Co. vs. M. E. Woodward
Judgment by the Circuit Court at
Nov. Term, 1894, Docketed Dec. 10, 1894 172.01
Inst from May 1st, 1893 to Jan. 22, 1895 17.77
" & principal Jan. 22, 1895 189.88
Payment Jan. 22, 1895 34.50
New principal Jan. 22, 1895 155.28
Inst from Jan. 22, 1895 to Apr 16, 1895 2.16
" & principal Apr 16/95 157.44
Payment off " " " 10.34
New principal Apr 16, '95 147.1
Inst from Apr 16, 1895 to June 3, 1895 1.17
Total 148.27
Costs 13.21
\$ 161.48

Conan McBlung vs. M. E. Woodward
Judgment by Lee Circuit Court at
Nov Term 1894

Inst from May 8, 1894 to Jan. 22, 1895

" & principal

payment off

New principal

Inst from Jan 22, 1895 to Apr. 16, 1895

" & principal Apr 16/95

Payment off Apr 16/95

2nd new principal

Inst from Apr 16/95 to June 2, 1895

Total

Costs

\$ cts

520 94

17 70

538 64

34 50

504 14

70 4

511 18

16 34

500 84

391

504 75

13 20
517 95

less

12-17/94 \$31.50
1-22/95 4.00
5-2/95 11.09

Seeg Bros. vs. M. E. Woodward

Judgment by Lee Circuit Court
at Nov. Term 1894.

Inst from July 3, 1894, to June 2, '95

Costs

Total

75 52

390

12 20

91 62

6. The Dr. Harter Medicine Co. VS. M. E. Woodward.

Judgment by Lee Circuit Court Mar. Term 1895: Docketed Mar. 26th, 1895.

Inst from Sept/ 3rd ,93 to June 3rd, 1895.

Costs.

-- \$25.29.

-- \$ 1.65.

-- \$ 9.24.

Total. \$36.18.

6. W. E. Grinstead & Co. VS. M. E. & J. W. Woodward.

Judgment by Lee Circuit Court at Mar. Term 1895,

Docketed Mar. 26th, 1895.

Inst from Oct 30th, /94 to June 3rd 1895.

Costs.

-- \$62.75.

-- \$ 2.22.

-- \$ 9.33.

Total. \$74.30.

To Hon. W. J. Miller, Judge of the
Circuit Court of Lee County, Virginia.
The undersigned special
Comr, being directed by a decree
rendered in your Honor's Court
at the March Term, 1895 in the
Chancery Cause of Frances A. Munsey
against Canan, McBlung & Co., to ascer-
tain what real estate is owned by
M. E. Woodward; (defendant in
the Cross-bill of Corvan McBlung & Co. &
where situated, and its rental
value,

Your Comr reports that M. E. Wood-
ward is the owner of 177 acres of
land, be the same more or less, ten
miles West of Jonesville on the
road to Canan Island Gap, and
along Hardy's Creek; that its rental
value per year is forty five dollars,
and which will not be suffi-
cient in five years to pay off
the liens here reported.

Your Comr, ascertains that on
June 12th 1888, Frances A. Munsey and
wife deeded to Martha E. Woodward
this tract of land in consideration
of \$1050.00 in hand paid and secured
to be paid reserving a vendor's lien

for the unpaid purchase money; but not specifying how much remained unpaid; That Martha E. Woodward and J. W. Woodward executed their notes, six in number aggregating \$1050.00 ~~for~~ the price of said land. Your Comr reports that three of these notes have been paid as is shown by the receipts on the back of them.

Francis A. Munsey states in his deposition that when said deed was executed to wit on June 12, 1888, \$950.00 ~~there~~ was due him, but the notes given on that day make \$1050.00 ~~the~~ he states that one hundred dollars was paid him before the execution of the deed, so your Comr only takes \$950.00 as the basis of his calculations in determining the amount yet due said Munsey. Your Comr by calculation finds that there is yet due, with interest calculated to June 2, 1895, on note marked "Credits" on its face, the sum of \$29.97; and that on the two notes filed with that one there

is yet due, with interest counted to June 2, 1895, the sum of \$277.00; but these two notes on their face are for \$200.00, when they should be for only \$200.00.

Then there is yet due Munsey for the purchase price of his land the sum of \$306.97

J. W. Woodward with his deposition marked 'Supplement' files two receipts, one for fifty and one for forty dollars; but your Comr. does not report them as credits on F. A. Munsey's debt because they are given by H. S. Scott, and your Comr. does not understand from the evidence whether they should be credited by Munsey; but if your Comr. is wrong on that point, F. A. Munsey's lien should be reduced that amount.

Your Comr. files a list of the liens against W. E. Woodward aggregating \$1188.40, their priority being noted by the letters A, B, etc set opposite. Your Comr. ~~has~~ has been informed that some has been paid on the Seely Bros' lien but is not advised of the amounts or dates.

As to the evidence introduced
tending to show that J.W. Woodward
is the true owner of the land
conveyed by F.A. Munsey & wife, your
Court is not of the opinion that
said Woodward can set up
a claim to the land ~~conveyed~~
~~by Munsey & wife to W.E. Woodward~~
because he paid the money; the
deed was made to W.E. Woodward,
and if J.W. Woodward had
paid all the money for the
land, he was legally bound to do
so, as he jointly executed the
notes for the land, with W.E.
Woodward; and so your Court
is of opinion that he cannot claim
as against the judgment creditors
of W.E. Woodward, her deed being
recorded was evidence to her
creditors that she owned the
land thereby conveyed.
All of which is respectfully
submitted.

This May 22nd 1895

C.H. Jones.
Special Commr.

Frances A Munney

vs $\frac{2}{3}$ Lewis report

Cowan McClellan & Co

Filed May 24th 1895

A B Munsey Clerk

Jones 1st Report

Lewis fee \$22.50

Cowan McBlung & Co Plff.

vs

G. H. Ely et al. Defts

vs

Frances A. Mansley Plff.

vs

Cowan McBlung & Co Defts

G. H. Ely vs

Plff.

vs

In Chancery.

M. E. Woodward et al. Defts

Take Notice: That pursuant to a decree entered in the above causes by the Circuit Court of Lee County at the Nov. term, 1895, I the undersigned special Comr. will sit in the office of Pennington Bros. Jonesville Va on the 4th day of Feb. 1896, to perform the duties required of me by said decree. All interested parties are required to be present.

This Jan 20, 1896.

C. H. Jones Comr.

Cowan M'Blair & Co

vs
G. H. Ely et al.

J. A. Munsey

For

vs
Cowan M'Blair & Co

G. H. Ely

vs
M. E. Woodward et al.

I accept service of
the within notice for
Frances A. Munsey & M. E.

Woodward
Gerrit Blaukenberg's
att'y

For Cowan M'Blair
& Co

James T. Brown

I accept service for
G. H. Ely M. E. Ely att'y

Cowan McClung & Co

vs

G. H. Cly, et al.

Frances A. Munsey

vs

Cowan McClung & Co

G. H. Cly

vs

M. E. Woodward et al.

In Chancery

Hon. W. T. Miller,

Judge of the Circuit Court of Lee County.
Your undersigned special Commr. being directed by decree of your Honor's Court, rendered at the Nov. Term, 1895, to hear further evidence in favor of F. A. Munsey in regard to \$100⁰⁰ said to have been paid by M. E. Woodward on the land which he (Munsey) sold to her, gave all the parties notice as directed, & ~~herewith~~ he submits the result of his ~~very~~ investigation which is as follows: Your Commr. in his former report in this cause, reported that \$100 should be deducted from F. A. Munsey's claim, & as the evidence then stood he believed his finding was correct; but from the evidence now before your Commr. & herewith filed marked 'A,' your Commr. is of opinion that Munsey's claim as allowed

in the former report amounting to \$306.97
should be increased by \$100⁰⁰.

I here make the calculation anew, and allow-
ing the \$100⁰⁰ I find that ^{the} amount due him
(Munsey) amounts to \$445.47. In ascertaining this
amount I counted interest on the Notes
from Jan. 1st 1889 (they all bear interest from
that date) up to & including June 30th 1895,
that being the date to which I counted
interest on all the items heretofore reported.
If your Comr is wrong in allowing this \$100⁰⁰,
then Munsey's claim amounts to \$306.97 as
heretofore reported.

Your Comr is further directed
to ascertain if any & what judgments have been
rendered against M.E. Woodward & Co, or M.E.
Woodward since the filing of his former report,
their priorities etc, & he herewith reports, and
files them on a separate sheet of paper as part
marked "B" "heretofore"

And having done all he thinks is neces-
sary, he hereby leaves to submit the same.
This Feb. 19, '96.

C.H. Jones.
Special Comr.

A

J. Shutter vs M.E. Woodward & G.N. Bly
 Judgment by Circuit Court Nov. Term, 1895
 Inst from 8th Nov. 1893 to Mar 2, 1896

\$65.20

8.87

74.07

Costs

9.86

Amount due Mar 2, 1896.

\$83.93

Brownlie & Co vs. M. E. Woodward

Judgment by Circuit Court, Nov, 1895

\$66.05

Inst from June 29, 1894 to Mar 2, 1896

6.53

72.58

Costs

9.14

Amount due Mar 2, 1896

\$81.72

Cullen Newman vs M.E. & J.N. Woodward

Judgment by Circuit Court, Nov. 1895

\$27.92

Inst from 15, July 1894 to Mar 2, 1896.

2.70

30.62

Costs

8.56

Amount due Mar 2, 1896

\$39.18

Chapman, White Lyons & Co vs M.E. Woodward.

Judgment by Circuit Court Nov. 1895

\$84.02

Inst from 8, June 1894 to Mar 2, 1895

8.80

92.82

Costs

7.96

Amount due Mar 2, 1896.

\$100.78

39.18

81.72

83.93

\$305.61

"B"

F. A. Munsey, Plaintiff

Against ----(----In Chancery.

Cowan, Mc Clung & Co. et al , Defendants.

The deposition of F. A. Munsey taken before me, C. H. Jones, Special Commissioner, in the above styled cause, to be read as evidence by me in determining and passing upon the question submitted to me by a decree of the Circuit Court of Lee County, rendered at the November term 1895, taken at the office of Pennington Bros', February 4, 1896, pursuant to the attached notice.

Present: _____

No witness appearing this case is adjourned 'till Wednesday, February 5, 1896. This February 4, 1896,

The deposition of F. A. Munsey
& others taken pursuant to notice and
adjournment. This Feb. 5, 1896.
C. H. Jones
Special Commissioner.

Present:-

C. H. Jones, Special Commr

C. T. Duncan, Orr & Blankenship and E. W. R. Ewing, for Plaintiff.

Ques. 1. Please state the exact terms of the contract between yourself and M. E. and J. W. Woodward in reference to the sale of the tract of land mentioned in the pleadings of this cause; give the purchase price, number and amount of notes executed; which one of said notes if any ~~have~~ have been paid and which ones are still outstanding and unpaid?

Ans. I contracted said land to them for the sum of one thousand and fifty dollars \$(1050.00), but they were only to pay me therefor the sum of nine hundred and fifty dollars \$(950.00), I giving to my daughter, M. E. Woodward, one hundred dollars (\$100.00) out of the price of said land. They executed to me the following notes, to-wit: ^{note} one due on or before the first day of January 1889, for \$350.00; the second note January 1, 1890, for \$150.00; the third note January 1, 1891, for \$150.00; the fourth note due January 1, 1892, for \$150.00, and the fifth note due January 1, 1893, and for \$150.00, all bearing interest from the first day of January 1889. The first note for \$350.00 and the second n

note of \$150.00 have been fully paid to me and lifted by J. W. Woodward. On the third note of \$150.00 there has been paid me the sums which are credited on the back of said note. These are all the sums that have ever been paid to me.

Ques. 2. I see filed with the deposition of J. W. Woodward a note for \$100.00, due on or before ~~January 1~~ January 1, 1894, and bearing interest ~~January 1~~ from January 1, 1889, it being for purchase money on land, on the back of this note is this receipt: "Received of John W. Woodward payment in full of the within note with its interest. This January 3, 1894. F. A. Muncy." Was such a note as that ever executed to you by the said M. E. and J. W. Woodward as a part of the purchase price of the said land, if so was it ever paid to you, and did you sign the receipt on the back of said note?

Ans. There never was ^{executed to me} such a note, I never taken any such note, and no such ^{note} was ever paid to me. I did not sign the receipt on the back of said note. I do not know how the note filed with the papers for \$100.00 ever came to be executed unless Woodward and his wife signed it up themselves to cover the \$100.00 which I had given them, or given to my daughter.

Ques. 3. Was the bill in this case prepared at your dictation, if not who did furnish the facts to Mr. Blankenship on which to prepare said bill?

Ans. I was not present and did not furnish the facts on which said bill was prepared. They were furnished as I understand by John W. Woodward as prepared and I was sworn to it ~~before~~ before Jeremiah Harber a Justice of said County. At that time I did not know that the \$100.00 note was mentioned in said bill, and I did not know when Mr. Woodward gave his deposition that such note was filed in the papers, or filed with his deposition.

And further this deponent saith not.

F. A. Muncy

of \$100.00 have been paid to me and listed by J. W. Wood-
ward. On the third note of \$100.00 there has been paid the sum
which was credited on the first of said notes. There are at the same
time have been paid to me.

Ques. 2. I see from the deposition of J. W. Woodward a note for
\$100.00 is on of before January 1, 1880, and before January

of January 1, 1880, it being for the same money on
and on the back of this note is written "received of John W.

Woodward payment in full of the within note with the interest. This

January 3, 1880, J. A. Lundy." The other note is that was attached to

to you by the receipt of J. W. Woodward as a part of the purchase

price of the land. It is not in your hands, and you

and the receipt of the back of said note?

A. I have never seen such a note, I have not seen it since, and no

one has ever been paid to me. I did not see it together with the back of

the note. I do not know how the note came into the hands of

\$100.00 ever came to be attached unless Woodward and his wife

is up themselves to cover the \$100.00 which I have given them, or given

to my agent.

Ques. 3. Was the bill in this case prepared at your direction, if not

who else furnished the facts to it? I am in a position to know to whom the bill

was prepared, and I do not think the facts on which said

bill was prepared, I have furnished to I understand by John W.

Woodward as witness and I was sworn to at that time before the commission

a justice of said county. It is not true that the \$100.00

note was not paid in full, and I do not know when it was

paid, and I have no objection that such note was paid in the hands of

listed with his deposition.

And further this document is not

George W. Blankenship, another witness of lawful age being duly sworn deposes as follows:

I have frequently talked with John W. Woodward in regard to the sale of the land by F. A. Munsey to himself and M. E. Woodward; have heard him say that the \$350.00 note and the \$150.00 ^{note} had been paid by him to Mr. Munsey; also ~~the~~ I have gone over the credits on the back of the other notes with him and these amounts ^{one all} ~~is all~~ the amounts he ever claimed to me that he had paid; ~~I have also heard him and Mr. E. W.~~ and my recollection is that ~~the~~ both J. W. Woodward and M. E. Woodward have told me that Mr. Muncy gave them \$100.00 in the purchase of the land. My recollection, also, is that the \$100.00 ^{note} filed with the deposition of J. W. Woodward was represented to me by the said Woodward as ^{representing} the amount given to his wife by Mr. Muncy, and he filed said note as being paid by him - claiming that said amount was paid him as the ^{note} of M. E. Woodward. And further this deponent saith not.

George W. Blankenship

Virginia, Lee County Co-wit:

I, C. H. Jones, special Comm. in the above styled causes, do certify that the foregoing depositions of F. A. Munsey & George W. Blankenship, were taken, subscribed & sworn to before me.

Given under my hand this Feb. 5th 1896.

C. H. Jones.
Special Comm.

25.29
 1.65
 26.94
 13.47
 9.24
 22.71

CF

Conan McBlung & Co

vs

G. H. Cley et al.

ES

Francis A Munsey

vs

Conan McBlung & Co

ES

G. H. Cley.

vs

N. B. Woodward et al.

In C. Lansing

Commissioner's Report

Filed Feb'y 20th 1896

A. B. Munsey
 Clerk

James Report.

Com. fee \$12⁰⁰

Cumtrow Va.

Sept 24 1887

Mr. R. L. Pinington

Jonesville Va.

Sir.

Please have the
~~Deed~~ to the M. E. Wood-
ward Land that I
bought made to
J. M. Russell & C. Russell
Your Respect,
C. Russell

To The Hon W. S. Miller, Judge of the C. C.
of Lee County;

In the case of Leonard M. Bloom
& Co vs. H. H. Lee & al. your undersigned
learned by a report filed in said
Court on the 20th day of May 1896, showed
a sale of land to L. C. Russee for \$50.00 -
\$2.50 of which was paid down and note
executed payable on the 18th day of May 1897
for \$47.50, who failed to pay said sum on
that day & a rule was awarded against
him at the June term 1897 of your honor's
Court returnable 1st day of Nov. term 1897,
but on the 17th day of Sept. 1897 the said
L. C. Russee paid your Court \$49.00
that being the whole amount due by him
on said note. He is now entitled to
a deed for said property.

This sum of money goes to Leonard
McClary & Co. to whom Atty's Receivable was,
your Court has paid the same.
This Sept 20, 1897.

Robt H. Cunningham
Spec. Commr.

Added

L. C. Russee desires the deed
to said property made to himself
& J. M. Russee jointly. See his letter
attached

R. H. P. Commr

Rowan McCreary & Co

vs. $\frac{2}{3}$ Refix.

L. N. Ely et al

Filed ~~Oct 20, 1899~~

Nov. 3, 1899

A. B. Munsey, cl

Towan, McIlung and Co.,

vs.

2 (Attachment.

M. E. Woodward and Co.,

The undersigned in the above styled cause, under an attachment, sued out by the plaintiffss, levied upon certain goods, lumber and land of the said M. E. Woodward, and at the November term ¹⁸⁹⁴ of the Circuit Court for the County of Lee, the undersigned was directed by an order entered in the said cause ~~to sell~~, to sell the said property levied upon, or enough there of to pay the said plaintiff's debt, in accordance to that decree or order of the said court the undersigned advertised for sale the lumber and goods so levied upon, to be sold on the first day of Dec. 1894, but there was no sale made on that day; the undersigned then again advertised the said property to be sold on the 15th day of December, 1894, at the store house of the said Woodward at Beech Springs, when and where the said sale was made of the said goods, but not of the lumber, and after making sales from time to time, and having sold every thing belonging to the stock of goods except the scales, the sale has amounted to the sum of \$166.56, ~~and~~ two thirds of this sum is to be applied to two other simultaneous levies, made by me, under two other attachments, one in favor of W. W. Woodruff and Co., and one in favor of Zelz Bros., out of this sale I retained ^{\$156.23} \$5, leaving ⁸ to be applied to the three attachments, \$52.74 ~~\$166.56~~, of this sum, should be and was applied to this attachment, out of this sum the undersigned paid for cost in the case \$15.54, which included the cost for selling and that taxed by the clerk when the order for the sale came into my hands. The remainder of the said \$52.74, the undersigned has paid over to Pennington Bros., The attorneys for the Plaintiff. There yet remains ~~to~~ to be sold under the said attachment the

walnut lumber above refeered to, and an old pair of scales,
and the land attached on. The undersigned has made several at-
tempts to sell the lumber byut never could get a bid thereon,
and he has advertised the same again. I have advertised the
land that was attached upon according to the order of the
court, but was enjoined by one F.A. Muncy, by an order issued
from the Chancery court, or the Judge thereof in vacation,
restraingng me from making the said sale. And now the under-
signed having done all that he can toward the execution of the
said order up to this time, begs time to make furthur disposal
of the lumber, after which he will report his action to this
court. All of which is respectfully submitted. *this Feb 19 1895.*

*J. M. Weston Deputy for
G. E. Flanary S. L. C.*

Cowan, "c"lung and Co.,

vs. (Report.

M. F. Woodward and Co.,

Leowan Mc. Clary & Co.

v.s.

G. H. Ely et al.

In Chancery -

The undersigned who was appointed to sell the M. E. Woodward Land - & who sold the same as appears by my report filed herein on the 25th day of Feb., 1846, to G. H. Ely for the sum of \$805.⁰⁰ ~~and~~ and after collecting enough of the said funds to pay the costs & commissions took notes due Jan 20. 97, & Jan 20. 98, for \$3 3/4 each, and as will be seen from the commissions report J. A. Murrey has the first lien on the funds - and after enough is applied to pay that there is yet \$170.11 to go to Selz. Bros. W. W. Woodruff & Leowan Mc. Clary & Co. to be paid out of the last note. And the said parties having allowed the said Ely a discount on their interest in the said notes ~~they~~ the said Ely pays them \$34.27 to Selz. Bros. \$67.92 to Leowan Mc. Clary & Co. & \$67.92 to W. W. Woodruff & Co. less the discount which they gave him.

The remainder of the notes which
are not-due are still held by
me or of which will be come
due Jan²⁰. 1896.

June 3, 96 -

Respectfully Submitted.

P. H. O'Connell

Seper - Comm +

Lawrence M. Kelley Nov -

vs. { Report of
R. H. Kelley et al -

Filed June the 3rd
1896
A. B. Muncy Clerk

To the Hon. W. T. Miller, Judge of the Circuit court for Lee County;

As commissioner in the chancery causes of Cowann McClung and Co. vs. G. H. Ely, et al, and F. A. Muncy vs. M. E. Woodward, and others, and G. H. Ely against M. E. Woodward et al, there is now due to me by G. H. Ely the first deferred payment of the land sold in these causes and bought by G. H. Ely, which amounts to \$13.92, which became due the 20th day of Jan. 1897, with interest from the 20th day of Jan. 1896. All this money is going to Mr. F. A. Muncy, and he is calling upon your commissioner for it. Mr. Ely claims that Mr. Muncy is due him a certain sum of money and does not want to pay untill that matter is settled, *+ your Court asks for a rule vs. the purchaser.*

Respectfully submitted.

Robert H. Muncy Comr.

Cowan McClary & Co.

vs. ~~3~~ ³ ~~to be~~ ^{learn.}

Geo. H. Ely et al
Filed March 9

1899

John W. Woodward In Account with
M. E. Woodward & Co.

	Dr	Cr
By amount of account rendered and marked "O."	736.84	
By rent of store house 3 years + 8 months @ \$150 per month	66.00	
Dr to Amount charged M. E. Woodward & Co. on Saw Mill		193.25
Dr to Amt charged for services 4 years + 5 months		883.33
By Balance due M. E. Woodward & Co.	273.74	
	<u>\$1076.58</u>	<u>\$1076.58</u>
Balance due M. E. Woodward & Co.		273.74
Interest from Jan 1 st 1894. to June 5 th 1895.		23.40
Total		<u>\$ 297.14</u>

with } J. W. Woodward
Statement
of Account
M. E. Woodward & Co.

Exhibit "A."

George H. Ely In Account with
M. E. Woodward Obs.

	Dr	Cr
Dr to amount of account sued upon		132.51
Dr to Difference between Price of sow milk Charged and Capital Credited		6.75
Cr By Colt charged for in said account	30.00	
" By Mollie Thomas's acct part of said acct	31.38	
" By Ella Bonetts acct. part of said acct	34.00	
Balance due M. E. Woodward Obs		43.88
	<u>\$139.26</u>	<u>\$139.26</u>

Dr to Balance due M. E. Woodward Obs	43.88
Interest from Jan 1 st 1894 to Jan 5 th 1895.	3.75
Total	<u>\$47.63</u>

Geo H. Ely
with } Statement of
 } Account
 M. E. Woodward & Co

Exhibit "B."

George H. Ely & E. M. Russell

In Account with M. E. Woodward & Co.

Ely & Russell

Dr

To balance of Account due

M. E. Woodward & Co.

\$ 26.38

Interest from Jan 1st 1894. to June 5th 1895. 2.25

Total

\$ 28.63

With

Geo H. Elk &
M. E. Russell
Statement of
Account
M. E. Woodward & Co

20
50
25 - \$95
50
1.25
60
1.25
1.10

\$6.15
4.75
1.40

Exhibit "C"

* Office of *
M. E. WOODWARD,

— DEALER IN —

General Merchandise and Country Produce.

Wagon, Lee County, Va.,

189

Geo H. Ely & E. M. Russell

To M & Woodward

		Dr	Cr
1892			
Dec 20	To amt P. V. Woodward for work at mill	14.76	
" "	To Cash - sent to Woodward in Ely's hands	2.00	
Jan 16	To 2 1/2 Calf Skin for Strings 60c	1.50	
" "	To 1/2 Doz. 10 In. W. S. Files 25c E-	1.50	
May 21	" 26" Lallow - 5c 130 and Jd P. Garratt 30	1.60	
" 29	" 2 Count Hooks 300 8" PK-gum - 20c	4.60	
" "	" Amt Jd H. E. Shop for work at mill	11.92	
" "	" " H. M. Howard & Co.	11.92	
" "	By - Cash - fr Ely To 6 Mill Saw files	1.50	22.80
July 22	To 12" Bacon - Jd. W. Sargent 1.00	1.00	
" "	" 3" August 21 1 SK flour 75 Bacon 49 1/2 Butter 42	1.87	
" "	" 1" Coffee 25c order Jd. Sargent 2.00	2.25	
Aug 9	" 1 fr Shus & Sacks. fr Sargent	1.65	
Sept 19	" 6 Mill Saw files 25c fr Ely.	1.50	
Nov 3	By - Cash - fr Ely. To pay Sargent & Co		7.36
" 16	To 1 gal - In Oil To 56" Lallow on order	3.05	
" 25	" 4 gal - " "	2.00	
Jan 25	" 194 1 " " Cole - fr Burgin 1 Bay	2.50	
" "	To 1 Emory wheel 375 - 2 Count Hooks 3.00	7.00	
Apr 6	" 2 gal Oil	1.00	

Apr 6	To 1 loan - for same	20	
" 10	" amt Credited P. Garratt from G. H. E-	3.92	
May 10	" 1 Funch-	2.50	
Aug 5	By - Cash fr Ely	80.94	15.00
July 11	" 194 By - " " "		10.00
Less Total amt of Credits say		\$54.56	54.56
To net Bal - Due - M & M		\$26.38	

Virginia,

DECLARATION IN ASSUMPSIT.

In the Circuit Court for the County of Lee:

M. E. Woodward,

Plaintiff

complains of Geo. H. Ely & Edward M. Russell Defendant & who have been summoned, &c., of a plea of trespass of the case in assumpsit, for this that heretofore, to-wit: on the 11th day of Feb'y 1894 at the county of Lee, the Defendants were indebted to the Plaintiff in \$ $26 \frac{38}{100}$ for the price and value of goods then and there sold and delivered by the Plaintiff to the Defendants at their request.

And in \$ $26 \frac{38}{100}$ for the price and value of other goods bargained and sold by the Plaintiff to the Defendants at their request.

And in \$ $26 \frac{38}{100}$ for the price and value of work then and there done by the Plaintiff for the Defendants at their request.

And in \$ $26 \frac{38}{100}$ for materials furnished then and there by the Plaintiff to the Defendant at their request.

And in \$ $26 \frac{38}{100}$ for money then and there lent by the plaintiff to the Defendant at their request.

And in \$ $26 \frac{38}{100}$ for money then and there paid by the Plaintiff for the use of the Defendant at their request.

And in \$ $26 \frac{38}{100}$ for money then and there received by the Defendants to the use of the Plaintiff

And in \$ $24 \frac{38}{100}$ for money found to be due from the Defendant to the Plaintiff on an account then and there stated between them.

And the Defendants afterwards, to-wit: and the day and year aforesaid, in consideration of the premises respectively, then and there promised to pay the said several sums of money respectively, to the Plaintiff on request.

Yet the Defendant hath disregarded the said promise, and hath not paid any of the said several sums of money or any part thereof, but to pay the same hath hitherto wholly failed and refused and still refuses to the Plaintiff damage \$ $26 \frac{38}{100}$. Hence she brings suit, &c.

Jackson & Blankenship P. O.

M. E. Woodward

23. { Declaration in
Assumpsit.

Geo. H. Ely +

Edward M. Russell.

1894. 1st May Rules Decl filed
Sims. 2d + Com ord
" 2nd May Rules Com ord
Confirmed

Jackson & Blankenship,
P. G.

Virginia Lee County to wit;

To W. C. Smith Constable of said County;

I Command you to summon F. A. Muncey
John Blawie, John Seals, H. E. Eddles ^{ad} ~~and~~ ^{representing}
to appear at M. G. Ely's Law Office on the 26th day
of May 1896, to testify in behalf of G. W. Ely in a certain
matter in controversy pending in the Circuit Court
of Lee County in which Bowen McBlair & Co.
are Plaintiffs and M. G. Ely et al are
defendants, This May 23 / 1896 -
W. C. Smith J. P.

H. H. Ealy -
ads. { { { Sup - for witness
{ { {
howan me blug & co.

Executed by summary
all the with

witnesses This way
23rd - 1896 -

W. A. Smith
C. Y. C.

The Commonwealth of Virginia,

To the Sheriff or constable of the County of Lee—Greeting:

WE COMMAND YOU THAT YOU SUMMON Buck. Houdshell, Dave Wilson,

John Cottrell, John Harris, W. S. Scott, J. M. Russell
Charley Mills, Will Dixon, Lake Spahr and Abe Barber
Abe Barber John Lewis

H. C. Joslyn commissioner
to appear before the Judge of our County Court of the County of Lee, at the
Law office of M. G. Ely
court-house thereof, on the 9th day of May 1895, to testify and the truth to say

in behalf of the G. H. Ely, in a certain matter of controversy in our said court before the
Commissioner G. H. Ely
said Judge depending and undetermined between the Commonwealth of Virginia, Plaintiff, and

M. E. Woodward

vs

Defendant

And this you shall in no wise omit, under the penalty of £100. And have then there this writ.

Witness, S. V. F. Richmond, Clerk of our said Court, at the court-house, the
day of 9th May 1895, in the 119 year of the Commonwealth.

H. C. Joslyn
Shr. Commissioner

G. H. Ealy
Commonwealth

vs.

SUBPOENA
FOR
WITNESS.

M. E. Woodward

Court,

the *9th* day of *May*

189*5*.

Executed by summoning all
the within named except
Charles Willard and John Deale. This
May 9th 1895 W. C. Smith
c. l. c.

Costs, costs \$2.00
Alb Porter within day - .50cts
Wm Deason " " .50
J. M. Russell " " .50

G. H. Ely et al.
advs vs Plaintiff
M. E. Woodward

Concise Court of Lee County

First May rules 1894.

And the said defendants by their attorney
comes and prays judgment of the said
declaration, because they say that the several
promises and undertakings in the said declaration
mentioned (if any such were made which they here
deny) were made by these defendants to
M. E. Woodward and Geo. H. Ely partners doing
business under the firm name and style of
M. E. Woodward & Co. that G. H. Ely the defendant
is the Co. in said firm that at the commencement
of this suit was and still is a resident within
the jurisdiction of this court, and not by the plaintiff
alone. And thus the said defendant is ready to verify.
Wherefore inasmuch as the said G. H. Ely is not
named in the said declaration as plaintiff as it
should. As M. E. Woodward & Co. together with the
said plaintiff, the said defendant prays judgment
of the said declaration and that the same may
be quashed etc — M. G. Ely, R. D.

Virginia Lee County to wit:—

This day G. H. Ely appeared before me, a Justice
of the Peace, in and for the State and County
of said and made oath that the matters stated
in the annexed plea are true. Given under
my hand this the 7th day of May 1894.

C. C. Blankenship J. P.

P. Ely

H. W. Ely—
advs & Clear.
M. E. Woodworth

Filed May the 8th 1894

A. B. Munsey
Clerk

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon

*George H Ely and
Lydia Ely*

to appear at the Clerk's Office of the Citeuit Court of the County of Lee, at the court-
house on the *1st* Monday in *May*, , next to answer

M. E Woodward

upon a plea of *Trespass on the Case in assumpsit* Damages \$ *132.57*

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at

the court-house, the *20th* day of *April* 189*4*, and in the

11 *8th* year of the Commonwealth.

A B Munsey Clerk.

A copy—Teste:

Clerk.

Current

M. E. Woodward

} Sum's assumpsit

George H Ely et al
1st May Rules 1894

Executed by deliver-
ing a true copy
of the within summons
to George H. Ely and
Lydia Ely, this May
1st 1894.

J. M. Weston L.S.
for C. E. Flanary
S. L. Co

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon

E M Russell

George A Ely and

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the court-house on the *1st* Monday in *May*, , next to answer

M E Woodward

upon a plea of *Trespass on the case in assumpsit* damages \$ *26 38*

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at

the court-house, the *20th* day of *April*, 1894, and in the

11

year of the Commonwealth.

A B Munsey Clerk.

A copy—Teste: _____

Clerk.

M. E Woodward
vs Sumo assumpsit
George H Ely et al
To 1st May Rules 1894

Executed by deliver-
ing a true copy of
the within Summons
to George H. Ely and
E. M. Russell. this May
1st 1894.

J. M. Weston L.S. for
Chas. E. Flannery
S. L. Co.

Y. H. Ely et als

vs. E. E. Plea

M. E. Woodward, Circuit-Court of Lee County

And the said defendants by their attorney
comes and pray judgment of the said declaration
because they say that the several promises and
undertakings in the said declaration mentioned
if any such were made which they here deny, were
made jointly with one M. E. Woodward who is
still living and that at the commencement of this
suit was and still is resident within this county and
jurisdiction of this court. And further if any such
promises and undertakings, were made they
~~were~~ made to M. E. Woodward & Co. that is
M. E. Woodward and Y. H. Ely partners doing business
under the firm name and style of M. E. Woodward
& Co. And not to the said plaintiff alone, and
this the said defendants are ready to verify.
Wherefore, inasmuch as the said M. E. Woodward
is not named as defendant in the said declaration
together with the said defendants And Y. H. Ely
is not mentioned in said declaration together
with plaintiff under firm name and style
of M. E. Woodward & Co. the said defendants
prays judgment of the said declaration and that
the same may be quashed etc —

M. Y. Ely P. D.

Virginia Lee County to wit:

This day Y. H. Ely appeared in person before me
a justice of the peace in and for the county and
state of a said, and made oath that the
matters stated in the foregoing plea are true
Given under my hand this the 7th day of May, 1894
C. C. Blankenship J. P.

G. H. Ely et al
vs E. E. Oliver

M. E. Woodward

Filed May the 8th 1894

A. B. Munay Clk

Office of

M. E. WOODWARD,

DEALER IN

General Merchandise and Country Produce.

Kagan, Lee County, Va., 189

Apr 10	To 1 Comb 10 Soda 16 Ella 2 yds Lace Candy 5 - Ella	45	
" "	By 1 1/2 doz Eggs Ella 16 To Knife & Lob-Joe	45	16
" 13	To 3 yds Lick 54 By Irish Pot 50 Ella	54	50
" "	To Candy 10 Ella 5 yds Jeans Wife 40c	210	
" "	To Bal on Knife 15 1 st Varnish 30 Lerp 10 wife	55	
" "	To 1 Box 1 Buttons 15 - wife Candy. fr Ella 10	25	
May 1	To Lerp & Varnish 15 Joe. 1 fr Shars Jim 150	165	
" 11	To ordn fr Wm Collins Jim 30 Candy Jim 10 Lob 10	50	
" "	To 1 fr Shars Joe. 150 By 3 B Com-Joe	150	150
" 14	By Com & Beans 107 To Cartrages Joe 20	20	107
" 16	To Candy Ceras 10 To 100 r flour	225	
" "	By Cash on. same		220
" 20	To Candy & Ribbon fr wife Candy & Hat & E.	185	
" 23	To 1 Reg-Lob-Jim 10 1 st flour Joe	70	
June 1	To 3 sks-flour Joe 70	210	
" 3	To 1 st Nuts 5 1 Hat fr Mallie for Cretie 150	155	
" "	To Coffee-fr Mallie & 1 Knife 10	35	
" "	To Mechs 5 By-Wool	5	75

General Merchandise and Country Produce.

Nagan, Lee County, Va., 189

Dec	1	To Lob. Candy for Ashbury 15 8 yds Cal for Ella	79	
"	6	" 1/5 th Paper 5 To Candy for Jim 15	20	
"	"	To 2 flgs Lob for 10 Candy same 5	15	
"	12	" 1 st Sugar - 8 2 yds Jackknives for E for wife 15	38	
"	13	" Lob for As 5 1/2 yds wheat 20 for 1/2 yd. Cal - 10	35	
"	23	By. amt from - Hutton		3,00
"	24	To Raisons 10 Lob 10. Coffee 50 Self	70	
"	26	" 1 fine Comb 5 8 yds Cal 8 Ella - Garrett	68	
"	"	" 9 yds. Lick 20 12 yds Bro - Corn 12 1/2 "	310	
"	"	By 1 doz Eggs 15 Cash 75		90
"	"	To 7 th Sugar 50 1 pitch 5 Ella 9	55	
"	"	" Cops Powder & shot for	25	
"	"	" Cops for Ashbury 10 Lob Self 15	25	
Jan	9 th 1893	By 1 shalun - Bacon - 20 1/2 lbs Ella		1,71
"	"	To 1 for chd. shalun 75 2 sets Spoons 25 E "	125	
"	"	" 6 1/2 yds Cotton 7 7 1/2 yds Cal 8 "	1,44	
"	"	" 10 yds Bro Corn - "	84	
"	"	" 2 Spool Thd 10 2 nd Coffee 50 Sugar 50 "	100	
"	24	" Bacon - yam - wife 180 Candy wife 15	33	
"	"	" 1 Lamp for 35 wife 1 st Soda Ella 10	45	
"	27	" Bacon - Hat Ella 25 1 yd Cotton 7 Ella	32	

General Merchandise and Country Produce.

Hagan, Lee County, Va., 189

"	"	To order of Pen. Commis wife 20 18 pool the S D 5	25	
"	"	" 1 13 4 grease Jim 10 Candy Jim 10 1 7 Shurs Jan 125	1 45	
Dec 31		To Candy Jim 10 order of W Sargent 0 30 To Balon Shurs 50	70	
Jan 5	17892	To Candy Lob 100 50 & C Jac	40	
20		To Balon - Trunk - for Mallie	79	
27		By " " Bacon		79
"	"	To 1 Butte Knife 65 Balon - Shurs 20 Mallie	85	
"	"	To 2 Pkg - Lob 30 Sea - 80 by Jac	1 10	
Feb 10		To Shat 5 Candy 5 for Ella Lob for Jim 5	15	
"	17	To 1 for Bites 25 - Ruits 5	30	
24		To Tree Sargent for Ella 25 - Salt 25 - Ella	50	
"	"	To amt of J. Heliston 10 to W Sargent 50	60	
Ind 1		To 8 gals Cal for Ella - 1 set Plates Ella	1 24	
"	"	By 5 Doz Eggs 62 To Candy & Crackers 10	10	62
"	20	By Bacon 60 To Balon - Cal 6 Candy 5	11	60
"	23	To Lob - & Balon - Shurs 18 for Jim	28	
"	25	To 1 for Shurs W Sargent	1 50	
"	"	To 1 Copper Ruits for Gerratt	40	
"	"	To Lob Jim 10 Balon - L Shurs Ella 95	105	
apl 2		To Lob for 16 Shat & Powder Jim & Lob 30	45	
"	6	To 1 Coal fired By. Muler 30 00 1 fish line Jac 10	30 10	

Office of

M. E. WOODWARD,

DEALER IN

General Merchandise and Country Produce.

Kagan, Lee County, Va., 189

June 28	To goods for wife	50	
July 9	To 1 Buck. Syrup. wife	1 50	
" 10	" 1 ² Cheese. Jim	1 5	
" "	" 1 Shrus Jim	1 65	
" 12	" 1 Broom. Joe	2 5	
" "	" Lob. Candy &c Jim & Joe	2 0	
" "	" Sardines & shoe-nails Jim & Joe	2 2	
Aug 4	" Lob. Jim	1 0	
" 25	" 1 Fr Hars. Mallin	1 5	
" "	" 1 " Sick Mills "	4 0	
" "	" Amt 4d. Louis for Jim on Road	2 6	
" 1	To cutting 10 acres. Grass. by 13 20-	7 50	
" 26	To Lob-Jim 10 Ribbon Mallin 13	2 3	
Sept 5	To Mullon & Lob-Jim 20c 1 Fr Boots for wife for 13	1 45	
" 17	" 1 Fr Lmle shoes for Jim 180 1 Fr Joe 120	2 70	
" "	" By. 15 ³ / ₄ r Bacon -		1 58
" "	" Dues. Bills on - Morgan		2 17
" 18	To 1 Lamp. 50 To Def in Boots & shoes Jim ⁷⁵	1 20	
" "	" 2 Corned. Bacon - sold 10 - Harris	90	
Oct 1	To 1 Gal - on - Calico wife	4 9	
" 3	" 2 Boy Card Jim	5 0	

Office of

M. E. WOODWARD,

DEALER IN

General Merchandise and Country Produce.

Kagan, Lee County, Va., 189

Mar	16	To 1 yd Ribbon 15 1/2 r Sulphur 7c Jac	22	
"	"	To 1 fr 13 r o - Shurs. Jim	1 50	
"	"	To Verbil Order fd Garratt Jr wife	50	
"	19	" 90 r Clover Seed - 10 1/2 c	9 45	
"	"	" 1 sack for Sams	20	
"	27	" 1 fr Shurs. Jac	1 60	
"	28	" 2 Oz Indigo	20	
"	"	" 2 Box Lye Jac 10 c	20	
"	29	By 1 fr Shurs. Returned by Jac		160
Apr	6	To 4 Shurs & Naics	40	
"	"	" 2 r Coffee 50 6 r Sugar	1 00	
"	19	" 3 r " wife	75	
"	"	" Sugar "	38	
"	24	" 2 1 yds Calico fr Mallie	1 68	
"	"	" 1 fr Ladies Kid Shurs wife	2 25	
"	"	" 1 Hg. Lob. Self	10	
"	"	" 1 Doz Buttons fr Mallie	15	
"	"	" 1 fr Shurs. fr Mallie	1 25	
"	22	" amt of J A Garratts note assumed	8 04	
"	"	" Bal on Domestic & Shirts by wife	85	
"	"	" 1 Spool. Thd Mallie	5	

Office of

M. E. WOODWARD,

DEALER IN

General Merchandise and Country Produce.

Nagan, Lee County, Va., 189

Apr 24				
" 24	By. Corn. fr. Jee-			70
" "	" Check on - Pinesill Bank			18.44
" "	To 12 r Sugar. fr. Gerratt	100		
May 3	To 1 fr green. Goggles - Jim	25		
" "	" 3 Gels. Cal. Wife 1 Hat fr Jim 125	149		
" 6	" 2 No 4 Horse. Shus by. order of wife	20		
" 13	" 4 gal. Stone Ware. " Mallie	80		
" 18	" 1 Rifle 22 300 1 Box Coat 20 Jim	320		
" 20	" 4 Horse. Shus & Nails fr wife	40		
" "	" 2 " " " " Jar	20		
" 28	" 1/4 r H S Nails " "	5		
" 30	" 1 Bal. on. Jeans. wife	25		
" "	" 2 Spools Thd 10 1 Hat 175	185		
" "	" 1 fr. Hues 40 Candy. 5 fr Ella-	45		
June 1	To 1 Bbl. Sugar.	391		
" "	" freight on June 50 Commission 50	100		
" "	" Haling same from Depot	15		
" 4	" L. Leachy & Cart by. Jim	10		
" 5	" to amt pd. Wm Harker for Repairing Horse	25		
" "	" goods by. sold. her by. Ella-	174		
" "	" By. 1 Bacon. Ham. " "			150

Office of

M. E. WOODWARD,

DEALER IN

General Merchandise and Country Produce.

Kagan, Lee County, Va., 189

"	2 1/2	Log-wood-25	viderals 5	nails 10	wife	40	
"	4	fr	Boots	Jae-Eddo.		2.50	
"	4	"	Chicks	Thurs	wife	65	
"	3	yds	Jeans	40c		1.20	
"	24	1	flow-Point	P Garrett		40	
"	25	1	Loboggin	fr	Mallie	75	
"	"	1	Set	Car	Bobo-	25	
"	"	1	Bush	Decms.		1.40	
"	28	3	Shauls	fr	Ella-	10.50	
"	"	1	Breast	Pin	"	50	
Lee	4	1	Sawage	Mill		1.75	
"	"	1	Bal-on	Shens	fr	Jim	75
"	"	1 1/2	Dugen	1 ^r	Coffin	"	35
"	"	1	Box	Stone	Pallish	"	15
"	"	By	Bal-on	Opossum	-	"	5
"	"	"	ant	9d	by	J Harris	20
"	5	To	4 ^r	Coffin	5 ^r	Dugen	1.60
"	8	By	1	Shaul	Returned	"	2.75
"	"	"	leash			wife	11.67
"	"	To	3	Burs	Doop	-	25
"	10	"	yds	Ribbon	40	8 yds	1.20
				Cotton	Mallie	10	

Office of

M. E. WOODWARD,

DEALER IN

General Merchandise and Country Produce.

Hagan, Lee County, Va., 189

Oct	7	To Cash Jim 20 Bal on Thurs - wife 18	38	
"	"	Let by. wheat Jim 45 To 2 Box Cigarets Jim	10	45
"	"	" " " " Joe		20
"	12	To Cocks & Lob Jim 20 To and for Whisky 150 1 kg 50	22 50	
	30	To 4r Coffee 100 2 Aprons Tho. wife	110	
Nov	3	To 1/2 gal Oil 20 1 Comb 10 Soda 10 Ella	40	
"	"	" Order of W. Sargent	75	
"	10	" " H. Louis	55	
"	14	" Buttons & Candy 10 Ella - 1 suit H & J - for Mallie	85	
"	"	" Goods. fr H. Louis by order of Jim	25	
"	23	" 1 Box grease 10 Sole Lea - 84c P Garnett	94	
"	"	" amt fr H. Louis - by order of "	60	
"	"	" 1 Sack. Salt by - Garnett	100	
	31	" 1/2 Soda - Ella -	5	
Dec	46	" 1 Shovel fr Mallie	150	
"	"	" 1 Pickle 40 1 Duck 20 1 Cat 20 1 gem 10 Mallie	90	
"	"	" Order of - Louis Verbil let by wheat Jim	75	40
"	21	" To - fr Asbury.	10	
"	"	" Verbil order of W. Sargent	120	
"	"	" amt Cr. Ed. Russell on Hagan - Set	675	
	24	By Cash 20 To 3 Shirts & Hosiery 30 1/2 H. S. Mails	38	20

Office of

M. E. WOODWARD.

DEALER IN

General Merchandise and Country Produce.

Hagan, Lee County, Va., 189

Jan 3 1891						
Jan 3 7/1	To 1 yd Lawn-7c	2 yds-Ribbon	10	Mallie	25	
" "	By-land-			"		23
" 10	To 4 ^r Coffin-	fr wife			1 00	
" 11	By-Cash-	" Mallie				25-
" "	By-Flow-Point	Returned				40
" "	To Cash. fd-	for- you-			3 50	
" 15	To 1 Curry-Comb	fr P Garrett			1 5-	
" 23	" 2 ^r nails				1 0	
" "	" 1 fr Shers-	for- Corrie			1 00	
" "	" Sugar 50	Rice 25-		Jim	75-	
" 26	To Butter			"	3 0	
" "	" Cartridges			"	5-	
Feb 6	By- Eggs-			"		5-
" "	To 1 sack Salt				2 15-	
" 18	To 2 ^r frames-			Self-	40	
" 23	" Bal-on- goods-	wife			1 12	
Mar 3	" 7 1/2 yds- Calico			Joe-	60	
" 6	" 2 Spools- Lhd-			"	1 0	
" "	To goods-	by- Jim 15-			1 5-	
" "	" Bal on- goods-	wife			25-	
" "	By- 97 ^r Corn-	fr Joe-				1.28

Office of

M. E. WOODWARD,

DEALER IN

General Merchandise and Country Produce.

Wagon, Lee County, Va., 189

May 28	1892	To Commission Bank for Jim	5-	
" "		By. order to Jac. Thomas		1.25-
" 30		To 1 Hae. 40 for Jim Lob 20 c	60	
" "		To 1 pocket Knife "	25-	
" 31		By. Com. for M. Sargent	10	
" "		To 1 keg Lob. for Garrett for Sargent		1.0
" "		To Lob. for As. 2 Micks gun. for Ella	7	
June 6		To 2 flgs Lob. Jac. 20 Goud Lead Caps & Deas. Jim	55-	
" 20		" Car. & Lob. Jim 25 c for Hen. Louie	25-	
" 23		Lob. & Powder - Jim 10 Oil for Jac 10	20	
" "		" 1 SK flour - Jac	75-	
July 7		" com. for M. Sargent	75-	
" "		To goods. for wife By. 1 B. Com.	1.00	.50
" "		To 1 fine bomb. 5 Cergonets Jac 5-	10	
" "		To order for M. Sargent. Deem.	75-	
" 16		To 1 Bay BAK-5 1 Pan 25 Candy 5 wife	35-	
" 18		" 1 fl Oil 15 Lob. 5 Jac	20	
" "		" 1 SK flour Jac 75 By. Cash. Jim	75-	65-
" 23		" Candy 5 1/2 gal. Oil 25 for Ella	30	
" "		To use of machine to cut 10 acres grass.	25.0	
" "		To 1 fl Oil 5 1 Coffee 25 c Ella - G	30	

Office of

M. E. WOODWARD.

DEALER IN

General Merchandise and Country Produce.

Kagan, Lee County, Va.,

189

~~Miss~~ Geo H Ely & wife + Lydia Ely

To M E Woodward & Co

1890

		For	For
Sept 23	To 3 Bush Wried Apples. 100 fr wife & Jim	3 00	
" "	" 1 sack for Sam.	10	
" "	" 1 Bush Wried Apples.	1 00	
" "	" 1 sack same	10	
" 24	" Oil 15 Lard 10 Nitre 10 Goric 10 Hine Syrup 10 Mollie	55	
" 30	To 1 fr Bays Brogan Shurs wife	1 20	
" "	" 1 " Boots for Jim "	3 25	
Oct 20	" 4 th Oil Sea 30c fr Jim	1 20	
" "	" 1 Bat Dr Rock-Med Self	1 00	
" "	" 3 mules Shurs & Harts "	30	
" "	" 2 nd Cotton Rope 20c	40	
21	By Cash fr J A Garratt		2 00
" "	To 1 fr Boots fr J A Garratt	3 25	
Nov 11	To Cash fr you by money for prod. sold in m	16 25	
" "	By Cash by Self		12 50
" "	" Hat produce above our part 300 th		75
" 15	" 1 qt Oil fr Ella	10	
" "	" 4 th Coffee 100 To 11 th Sugar 100 Ella	2 00	
" "	" 2 yds flannel 30c fr Ella	60	
" 20	" Bat on jeans "	50	

Office of

M. E. WOODWARD,

DEALER IN

General Merchandise and Country Produce.

Wagon, Lee County, Va., 189

Aug 30	To 1 1/2 doz. Buttons Ella. 9	30	
"	" Candy for Cratia 16 ^r Sugar to Candy 5 Ella	1 10	
Sept 10	" 3 gals. Dom. Ble.	38	
" 15	" Lob. & Candy for As 10 Lob. for Sep. 20	30	
" 26	" Bal. on Boots & Lob. Jim	35	
" 27	" 1 Bal. Linch Iron 10 Lob. Sep. 10	20	
Oct 2	" Bal. on Shaws & Candy wife	1 63	
" 26	By 19 1/2 Chix by wife by wheat Jim		37
"	To Bal. on Knife Jim 13 Lob. for 10 Candy Jim 5	28	136
" 21	To Bal. on St. Shirt 57 Buttons & Candy 30 wife	87	
"	To 1 for Shaws 150 1 ^r Coffee 25 Bal. on Bride Jim ³⁵	210	
" 25	" Lob. & Candy Jim Horse shoe nails Jim	15	
" 28	" 4 gals. Cal. for Ella 32. Domestic 50	82	
" 29	" 15 pail tho. 5 1 ^r Sugar 80 Ella	15	
"	" 1/4 ^r Candy 5 Shot Powder & Cops. for Jim	30	
Nov 2	" Bal. on Teas for mallei	8	
" 3	" Lob. & Gum for Joe 10 2 gals. Jeans wife 80	90	
" 14	" Coffee wife 50 Shot Powder & Lob. Jim	75	
" 12	" Bal. on Cotton Wisk & C wife	45	
" 23	" 1 yd. Jeans 33 Ella - 1/2 yd. Velut Ella 20	53	
"	" Candy 5 Fire Crackers for 5 1 Box 100 Ashes	15	

Office of

M. E. WOODWARD,

DEALER IN

General Merchandise and Country Produce.

Nagan, Lee County, Va., 189

July 13	By - Bal on - Bacon - Jim			40
" "	To Henry - Lob - Jim	10		
" 20	To - Jacob - Candy & Eggs & Macer 5	10		
Nov 17	To - Jim 25	25		
" 19	By - This Sum - Invested as Capital June 1st 1890	200 00	200 00	
" "	To This Sum - Woodward Invested in Mill	1932 67		
" "	By - Sawing 1500 feet of Lumber in 1888 at 40¢ per	473 18	6000	
			340 67	
	Less Total amt of Credits	340 67		
	Balance Due - M E Woodward is this	132 51	after	
	all Credits are deducted			

General Merchandise and Country Produce.

Nagan, Lee County, Va., 189

Sept 25	To Cartridges & Lob-Jim	25	
Oct 3	" " " & Candy Jim	25	
" 7	" Coffee 50 Candy 5 Sugar 25 Ella G.	80	
" 17	" Caps Powder & Shot Joe-40	40	
" "	" Toboggan for Mollie	25	
" "	" Coffee for Mollie for Mother 25 Candy for Joe 10	35	
Nov 6	By wheat Jim 40 200 40 To 1 Knife Jim	75	80
" 18	To 3 yds Cal- for Mollie 24	24	
" "	By Corn for Mollie to pay for Lob & Co		49
" 21	To Lob for Jim 10 To 1 Shovel-green or Blue ^{for Mollie 200}	240	
" "	To Lob for Jim 10 1 Bat Minors Relief Mollie	35	
Dec 2	To Lob & Candy Jim 38 By wheat Jim	38	25
" 10	" Lob-Candy & Cart Jim	40	
" 14	" Lob-Jim 10 To Caps Shot & Powder Joe-20	30	
Jan 3d 1894	By Bal on - Wheat Jim		40
" 10	To Lob-self-20 1 Rice Lob-by Ella for Jim	30	
" 13	" Candy for Ella 5 Lob-Smoke for Mollie ⁵	10	
Feb 1	To 1 Bag-Smoke Lob for As-for wife	5	
" "	" Corned Joe 5 To Candy for Ella for wife	10	
" 10	" Coal 1 yd- for Mollie for wife 8 Candy for Joe 5	13	
" 15	" Coal for Jim 25	25	

Office of

M. E. WOODWARD,

DEALER IN

General Merchandise and Country Produce.

Nagan, Lee County, Va., 189

Apr 7	To Sugar 100 Candy 5 1/2 Bais Rock 100 Ella 9	20 5	
" "	" Candy 5 Lamm 1 1/2 yds Balon ^{Miss} " "	5 8	
" 13	To Lob Self 20 By 4 1/2 doz Eggs Ella -	20	45
" "	To 2 boxes Garden Seed 10 3 Bais Med " G-	40	
" 20	" Sugar & Candy Ella 20 c Lob Joe 25	45	
" 24	Snuff & Cart Jim	10	
May 1	To Lob Self 10 Corackis Joe 5 Machus & Candy	28	
" 13	" Cart & Lob Jim 20 1 yr suspensurs Jim 25	45	
" 16	" Shot Powder Cartages Jim	50	
" 29	" " " Jim	20	
" "	" Balon - Cork & Sugar 20 c Sugar & Candy Ella	33	
June 2	" 2 Pencils Joe 5 To Lob Self 10 Candy Jim 10	25	
" 29	" 2 spools Thd 10 Coffee 50 Candy 5 Ella 9	65	
" "	" 2 1/2 yds Lamm 8 c Ella Lob 10 Joe -	50	
July 1	" 18 yds Bro Dom fr Ella - 1 spool Thd 5	1 55	
" 15	" Candy 5 Coffee 25 "	30	
" 19	" Candy & Lob Joe 10 Lob Self 25	35	
" 28	" Candy Joe 10 Soda 10 Churn 65 order of life	85	
Aug 17	" Lob 5 Joe Lob Ro 5	10	
Sept 15	" Tobacco Ashury 10 order of Cur Decur 175	1 85	
" "	" Cartages Jim	10	

Office of

M. E. WOODWARD,

DEALER IN

General Merchandise and Country Produce.

Kagan, Lee County, Va., 189

Jan 10	To 1 st Coffee self	To Jim 10	Candy Self 10	25	
Feb 4	To 4 th Coffee 100	Eliza To 1 st Leg	To Self 10	110	
" 14	To 7 th nails 5	fr P. Garrett		35	
" 16	To 1 st Butter Plate	Eliza 25	To Self 15	40	
" 25	To Bal on	Linn Bucket 12	Eliza - Churn roots	Jim 5	
" "	To 2 spools	Lhd Eliza		10	
Mar 8	To Surgeon	fr wife 25	Bal is fr Joe	Thomas	
" 11	To Candy & Surgeon	fr Eliza		15	
" "	" 4 th Coffee 100	Surgeon 10	Candy 10	Eliza 9	
" 19	To Self	fr Joe	Candy 22	Joe	
" "	" Caps Powder	& That Joe		25	
" 23	" Bal on	located fr wife		39	
" "	" 6 yds H Shirting	" "		75	
" "	By Com-Jim 35	To That Powder	& Candy Jim	22	38
" 25	To Candy	2 1/2 nd Jim 5 1/2 yds	James wife 40	257	
" 30	" Bal on	Grighams wife		93	
" "	" 27 yds	Simpsons Calico	wife	216	
" "	" 1/2 yd Shirt	wife 6	Candy fr Eliza 5	11	
Apr 3	" Candy fr As.	5 To Self-Joe 10		15	
" 4	By Cash	fr Self on - Shirts			50
" 7	To 3 rd Rice	fr Eliza - 4 th Coffee	Eliza 100	125	

1890 In-Exp with Mr. B. M. Smith
May 20 To Aunt. J. J. Gilbert

"	"	To Aunt. J. J. Gilbert	9.00
"	"	" " " J. Harris	2.00
"	"	To 1 suit for self	7.50
"	"	" Aunt. J. J. Harris	3.00
"	"	" 1 r coffee 30 r	.30
"	"	10 " Paid A. J. G. & G. J.	5.00
"	"	15 " 1 Gun. Hall 175-1 Bot. Lemon ²⁰	1.95
"	"	" 1 Bat. Nitre 5 c 1 Cake Soap 10	.15

23 By. Hal. 1166 r from. Gop. 5.83

25 " " 1036 r To Gop. 5.18

" To 10-yd. Cas. 40 c 4.00

" To 1 fr. Shaws-Woman 1.60

" 1 " " Mun 1.75

" 1 " Chd. Shaw 75

June 1 To 1 Lady's Hat 1.50

" Salt to - Lin 13.25 35

" 5 " Rice 10 Aug 25 Jd. J. Ely¹⁰⁰ 1.35

" " " Aunt. Jd. Harris 76

" 10 " " " John Donal 1.40

" " " " " W. S. Seath 3.00

" 13 " 3 oranges 15 Candy 5 20

" 17 By Cash. Called. S. B. 25.00

" " To Aunt. Jd. W. S. Seath & J. Thoms 1.00

" " To Rope 25 H. Shaw 32 c 8.7

" 20 " Gun. Lock. 75-11 Box Gun. 85

" " To Aunt. Jd. Geo. Gilbert 2.00

" " To 1 Can. Peaches 15 Jd. W. S. Seath 2.65

" " " Horse. Shaw 40 c Bacon 10 c 50

" " " Aunt. Jd. Carter 3.00

" 27 By. Aunt. Chd. Wm. Inglis. on ad. ope 1.69 c

" " To Aunt. Jd. Shupe 150 c & Knives¹⁰⁰ 2.50

" " To 100. Cand. 10 Raisins 30

" " " Aunt. Jd. H. J. Gilbert 50

July 4 " " " J. J. Gilbert 1.00

" " 1 Gal. Syrup. 65

61.25 37.70

1896 J. W. Woodward Lr

July 7	To anti. Chas. Forman	61 27	
"	" By " Lerb "		37 70
"	" By Cash from Forman		2 00
" 10	To anti. Jd. W. S. Sept at L Line	5 00	
"	" " " C. B. Smith	3 00	
"	" Lerb. By anti. Chd. L. J. A. M.		5 23
"	" " " " " on M. Note		10 00
" 11	To Peas. S. Cand. S. Peasants	15	
"	" anti. Jd. W. S.	1 50	
"	By anti. Cal. from Cook		17 50
"	By " Chg. W. S. Ingle		1 75
"	To anti. Jd. W. S. Ingle	15 00	
" 15	By Hal-1200 to Gop.		6 00
"	" " " 1000 from Gop.		5 00
"	" anti. fr. A. J. Gilbert		1 36
" 17	To Cand. S. Knisloe	15	
"	To anti. Lerb. Geo. Blankenship	2 00	
" 18	" Cash. Jd. Grobille	60	
"	" " 1 Can. Peasants 15 C. 1 Box Blks	20	
"	" " 1 2 Ingle 10- paid W. Ingle 30	40	
" 23	By Hal-1330 to Gop.		6 65
"	" " " In- Bill Cal. from Lemas		5 0
" 25	To 2 1/2 Bacon. Jd. Luff	25	
"	" " To anti. Jd. Luff	7 00	
"	" " To Bal 100 Ingle-25	35	
" 30	To anti. Jd. Sharp	50	
Aug 1	By Hal-1050 to Gop-7c		7 35
"	" " anti. from Johnson		5 0
"	" " To Peasants 15 Cand-15	30	
" 3	" " Jd. S. S. 90c	90	
"	" " 1 1/2 Rice 10- Soda 10	20	
" 5	" " 1 By. Horic 10- Cal 10	20	
"	" " Ind. S. anti. Jd. Chanc 13 60	13 65	
" 7	" " anti. Husky	3 00	
" 15	By " Lerb. J. Altop		1 98
		115 62	103 52

1896

John H. Woodward

In acct with Mr. J. H. Co
Dr Cr

Aug.	17	To amt. Chas. Wp-	115-62	103 5-2
"	"	By " Cars "		
"	23	" Cash from S & B.		25 00
"	26	To amt. Jd. Duff	3 00	
"	"	To 1 gr. Bus 25- P Plow 8 20	8 20	
"	27	To Burtin & Coffey	45-	
"	"	To 18 th Auger 18 Do-	250	
"	"	By Hal Plow 1000		5 00
"	"	To Aug 25 Plow 75- Caud 5	1 05-	
Sept	1	To bal 10- 1 Mutton 30c / sk 100	1 40	
"	"	To 1 Bm. Lead 5- Jd. Gilbert 80	1 85-	
"	"	To nails 10- By Beef. Sald. Collins	10	3 30
"	3	By Beef. Sald. Shupe-		3 25-
"	"	" " " Gilbert		2 25-
"	"	" " " B. Howard Shupe		2 95-
"	"	" " " Stations		5 13
"	10	To 1 Shae 10- Caud 3- 10 Rs-	25-	
"	"	To amt. Cr. J. H. M-	10 00	
"	"	" " Jd. R. & H.	1 00	
"	13	To amt. Jd. Long & Howard ^{on Caud}	10 50	
"	27	By Cash Sald. Danner		11 30
"	28	" Beef. Sald. T. S & B H-		3 36
"	"	" " " Johnson		1 95-
"	"	" " " Wm. Collins		1 00
"	"	" " " Lewis		25-
"	"	" " " W. Wilson		75-
"	"	" " " J. Catheral		60
"	"	" " " J. Whitehead		40
"	29	To amt. Jd. Gilbert	1 00	
"	"	To 17 nails	5-	
"	"	" 22 Burtin 30 amt Jd. G G-50	80	
"	"	" 15 th nails	75-	
"	"	" 10 th "	50	
Oct	1	" Irish Fat & Nails	35-	
"	2	" Jd. Harris	75-	170 91
			160 12	

1890 J. W. Woodward		Dr		Cr
Oct	3 To amt. Chas-wp-	160	12	170 91
"	" By " lers-wp-			
"	4 To amt. Jd Edds-	120		
"	5 To 1 cow-sold-shup-	3000		
"	13 To 5 flour 100	105-		
"	14 To 10 r nails 50 amt for Com ¹⁰⁰	150		
"	" By Cash from Jd W-			2000
"	17 To amt. Jd Gilbert 9 shac 10	70		
"	20 " 2 r nails 100 1 Box Pop 6-8	15-		
"	28 " amt for Beach 500 r Nail 10	60		
Nov.	1 " Jeans 85 Dom 20	105-		
"	3 " Nails 100 Jd J Harris 600	70		
"	5 " amt. Jd J Edds-	25-		
"	6 " " " J Harris	40		
"	" " " " Skinner	633		
"	16 " " " F. Shupe	5000		
"	" " " " B. Hound theer-	3000		
"	" By Hal-1300 r To Gop-			650
"	" " " 1000 r from Gop-			500
"	" To amt. Jd J Harris	300		
"	" To Nails 200 apples 100	120		
"	17 To flour 100 Beans 400	140		
"	18 By 2 days work on Pond Linn			400
"	19 To amt. Jd Hutton	550		
"	" By Hal-1000 r To Gop-			500
"	23 " " 1050 r from Gop-			525-
"	" To Corn 75 By Buf sold Harris	75		220
"	25 By Buf sold Callers			200
"	" " " " Fortin			360
"	" " " " E B-			400
"	26 To Corn 100 Jd Kinsen 100	200		
"	" To 50 r saci 75 Jd Callers 500	125-		
"	" By amt. Chy J Grabel			414
"	" To Oil 200 Cash 100	120		232 60
"	" " Whiskey	200		
		30232		

1890

J. W. Woodward - Open with J. W. Woodward

Dec	15	To anti. Chas - wp -	302	32	232	60
"	"	By - anti. Crs "				
"	"	To Jenns & Linen	1	17		
"	"	By - anti - from - C. B. Bunking			4	17
"	"	To corn -	4	17		
"	5	By - By - sold - W. Scott			13	94
"	6	To anti. J. D. Collins		30		
"	"	" " " "		20		
"	"	" " " " " " " "		15		
"	7	" " " " " " " "		75		
"	10	" anti. J. D. Sargent. M.	5	00		
"	17	To 1/2 Boots	2	25		
"	24	To Corn 91c		91		
"	27	" " " " " " " "		10		
"	28	" anti. for - Mooning & Spring		60		
"	"	" " " " " " " "	3	00		
"	"	By - Hal - 1005 - To Gop -			5	02
"	"	" " " " " " " "			4	00
"	"	To anti. J. D. Harris	5	00		
"	29	" " " " " " " "		50		
"	"	" " " " " " " "	7	00		
"	"	" " " " " " " "		80		
"	"	" " " " " " " "	2	00		
Jan	13/1891	To Bush - Wheat	1	00		
"	2	To 2 Bw - Corn -	1	00		
"	5	To anti. J. D. Males		50		
"	6	By - 1 Window sold - E. King			1	00
"	"	" " " " " " " "			1	00
"	7	To 1 B. Corn 50 By anti. sold J. D. M.	50		50	
"	13	" anti. J. D. Shallowood -		14		
"	"	To " for. Corn - 100	1	00		
"	"	By - Hal - 1000 - To Gop -			5	00
"	"	" " " " " " " "			4	00
"	20	To Peaches & Cracks	25		271	23
"	23	" anti. for Corn	1	00		
			341	61		

1891 J M Woodward

Dr Cr

Jan-31	To amt wpr	341 61	271 23
" "	By " "		
" "	To amt. fd. J. H.	2 00	
" "	To 1 fr. Damaged Shars	65-	
" "	To amt for Com-90	90	
" "	By. Claim Commy		5 00
Feb 1	To 25- Corn 50-	75-	
" 2	" 1 Box Sardines	5-	
" 3	" 10~ Nails	50	
" "	" 1 Box Pops- Cand 5-	10	
" "	" 1 Box Fire Crack.	5-	
" 4	" 3 Nails 15- 82 Dos-	65-	
" "	To amt. fd. Louis 15c	15-	
" "	" " " Callus & Harris	5 00	
" "	To 2 Horse-Shars	20	
" 6	By. 1 Wind Sled. King		1 00
" "	To amt. for Com-	50	
" "	" " "	75-	
" 10	To 1 fr. Shars-for. Allen	125-	
" "	" 1 Ax 75 amt. fd. J. G. 50	5 75-	
" 25	" Grass-Seed-	15 00	
" 28	By. Hal- 1100 2 To G-		5 50
" "	" " 900 2 from G-		4 50
" "	By. 1 Com- 2 dld. G-		15 00
March 1	To amt. fd. H-40 Collins 30c	70	
" "	" " " Eds.	225-	
" "	" " " for. Com 100 what 75-	1 75-	
" 4	By. Cash from J 20-lr-		22 50
" 8	To 25- Corn 50-	70	
" 10	" Coffee 50	50	
" 11	" amt. for Pig	75-	
" "	" " Corn	50	
" 13	" " Comy	50	
" 14	" " fd. J. Engle	40	324 73
" 15	" " fd. Will	9 00	
		385 81	

1891 J. M. Woodward's Op. with Mr. S. H. G. Co.

Aug	16	To amt. wp-	385-81	
"	"	By- " "		324 73
"	17	" Cash from - Tran		1 50
"	28	By- Pat. Sal. duties		50
"	"	To amt. J. S. Kinn	2 50	
"	"	" " " B. Brunkins	1 00	
"	"	By- Beef - Hides		14 75
"	"	" Cash for Sun-		1 50
"	"	" " " for Pat.		2 00
"	"	To 327 Lard - 8 1/3	2 50	
Aug	31	To Lye 25 - Cans 5-	30	
"	"	To Lard - 10 Cans 5-	15-	
Oct	1	By- 1 Stone & Pipe		8 00
"	"	" Cash from - Grover		1 00
"	3	" 2 Calf - Skins		2 00
"	10	" Duck - 1 ea		1 00
"	"	" Bacon - 1 ea		2 00
"	"	" Geese - 1 ea - 1 00		1 00
"	"	" 1 Box Fat - 1 ea		50
"	12	To 1 gal. Oil 25 - J. S. Kinn	40	
"	15	To 1 fr Chd. Ours 50 - e	50	
"	"	" Aug 25 - Coffee 50	75-	
"	"	By- 1 Bal. Grass. Seed - 1 ea		1 98
"	16	To amt. J. S. Kinn	70	
"	"	" " " " Engl -	2 70	
"	17	" 1 1/2 Butts 15 - J. S. Kinn	1 15-	
"	18	" amt. J. S. Harris	6 75-	
"	"	By- Cash from - J. S. Kinn		1 76
"	"	To amt. J. S. Kinn	1 00	1 75-
"	19	By- Cash from - G. S. -		
"	"	To amt. J. S. Kinn	2 00	
"	"	By- Cash from - J. S. Kinn		3 00
"	21	To amt. for Com. & flour	1 20	
"	"	By- Walnut flk. - J. S. Kinn		3 00
"	22	To making Lard	50	
			409 91	371 97

1891 J. W. Woodward & Co. Dr				
Apr 25	To amt up	409 91	371 97	
" "	By. " "			
" "	To Qing & Calh	55-		
" 26	By 32 ^r Hallow		1 60	
" "	To amt for Corn-	1 50		
" 28	To amt for Corns & dug 25-	75-		
" "	" H Shaw 30	30		
" "	" amt. Id. E. Y. Parsons ^{at time}	15 00		
" "	" " " Engl	2 00		
" 30	" 2 Jopris Dye 20 Caud 5-	25-		
" "	" Coracles 5- fid 5-	10		
" "	" " Id. 5- Caud 5-	10		
May 1st	By 1 years service		202 00	
" "	To Aug 25- Coffin 25-	50		
" 2	" 3 Shaw	30		
" "	" Duff & M ^r & Hal 2 00	2 10		
" "	" amt. Id. Callus	15-		
" "	" Spit Loons & Stain	40		
" 3	" Orange 5- To amt Id. ⁴⁰	45-		
" 4	By Hal- Load- from- 17-		1 00	
" 6	" " " " "		1 00	
" 7	" " " " "		1 00	
" 8	To 1 orange 5- By 1 Buil 55-	5-	55-	
" 10	" amt. Id. A. Engl	2 75-		
" "	" " " H Edd-	12 00		
" 11	" Caud- & R- 15- By Hal-	15-	2 00	
" 12	" amt. Id. Callus	5 00		
" "	" " " " Id. H-	3 00		
" "	" Corn-	2 00		
" 13	" Coffin & Dug-	50		
" 17	To 1 Watch 300- By Hal 25-	3 00	1 25	
" 18	" 1 Lin 13 amt Id. H 15-	40		
" "	" Dug 25- Hal 20	45-		
" 20	By 1 Buil & 2 Cans-		1 30	
" "	" Caud- from Balus		2 00	
		463 66	523 67	

1891 J W Woodruff opening for 1891

9 33

May 24	To amt up-	463.66		
" "	By- "		583.67	
" 25	Hal-1 Load from R.		1.25-	
" "	By- Jethers		72	
" 27	To flak 10-3 But 555-75-	235-		
" "	To Dwg 25- Soda 10	35-		
" "	To amt. fd. Whitehead at M.	9.00		
" 30	By- Cash-100 By 1 But 70c		1.40	
June 1	To 1 Bk. I come 90-By Trip to R.R.	90	1.00	
" 3	To amt. fd. Harris	4.75-		
" 4	To machs 15- Cased 5-	20		
" 6	By- Cash-for Y-to R-for Bales		1.30	
" "	" 22 Ducks		2.20	
" "	To 1 Box machs-	5-		
" 6	By- Cheese 20 To Corn 100	20	1.00	
" 8	To 1 gal Oil 25- amt fd. Breadth	1.25-		
" "	By- Cash-from J Green		10.00	
" 10	To amt for Corn-30- Lamm 100	40		
" 12	To H. H. H. 10 Cash 15-	25-		
" "	" Rope 15- C. Lish Fan 40	55-		
" "	" 2 But 35-	7.50-		
" 13	" amt. fd. Callens-	1.00		
" "	By- Cash-		11.00	
" "	" By- 3 Load to H. H.		3.00	
" 18	To 1 gal. for H. H.	3.00		
" "	" 9 yds- Cal-	1.60		
" "	To amt. for Harris' Hands	9.00		
" "	By- Cash-from Seton L.		10.15-	
" 17	To amt. fd. J. Whitehead at M.	10.00		
" 18	To 1 Trunk	2.00		
" 19	" amt. fd. Dinkins	1.00		
" "	" Job-100 4 shaws & nails 40	1.40		
" 23	" amt. for Corn-100 14r 25-	1.20		
" 24	By- Cheese-		4.5-	
" "	To Cash-50 Sug 25- Corn 35-	1.50	627.64	
		526.11		

34 10

189/ J M Woodmud In. opened by Ely & Co
July 25

	To amt apr	52611	
	By "		627 64
July 27	By Cash from G for wagon		1 75
" 28	To amt fd Harris 200	2 00	
" "	" " Horton	50	
" "	" " Wilson for work.	9 00	
" 30	" Aug 25 - fd for 75 - 89955	1 00	
" "	By Cheese		45
" "	To Corn 75 - Aug 30 - Coffin 25	1 30	
" "	To amt fd - Bunker	1 35	
" "	By - 1 Bu. To Cand 10	10	20
" "	To 9 fr shus 65	65	
" "	To amt for Cali Wm Ely	10 00	
Aug 3	To Cotton 25 - fd - Barber 100	1 25	
" 4	To amt fd - Lewis 150	1 50	
" 6	" Coffin 25 - Dand 5 aids	35	
" 10	By Cash for Cali		13 50
" "	" Bunker		50
" 13	To 1 Cumb	20	
" "	By - 1 ring to fd		22
" "	To Coffee	25	
" 17	To Coffin 25 - Aug 25	50	
" 28	By 17 1/2 13 Wheat		17 50
Sept 10	To amt fd for 25 - Carroll 900	9 25	
" "	" Aug 25 - Cash 100 Cash 60	1 85	
" "	" fd Lewis 50	50	
" 20	Cash for Rake	17 00	
" "	" from 150	1 50	
" "	By Cash for Cow - J Ayers		22 50
" "	" " " " " " " "		20 00
" 28	To Clothing	32 44	
" "	To amt fd - Lewis 75 - 100 175 Ham 180	4 30	
Oct 1	By - appers - sold - 1 lb m -		6 50
" "	" " 3 - Loads to R-R		3 00
" "	To amt fd - J Lee - at Miller	6 75	71 376

1891

J W Woodman & Co with R B B

11 35

Oct	3	To amt. up-	628 65	713 76
"	4	By- " "		
"	4	" Dried Apples		2 00
"	"	To goods-	1 90	
"	1	By- 1308. To- Pat	70	3 08
"	6	" By- amt for Jan-		65-
"	8	To Cor Jones - & Co	50	
"	10	" To Carroll By 1 Load	1 25	1 00
"	"	" To J Haen	1 25	
"	15	By 1308. Dred Haffman		75-
"	17	To amt. for Cattle	45 00	
"	20	By- Cash for Stems		40 00
"	25	To 1 for others 160 To 80	2 40	
"	28	By- amt. by- Centus		1 37
"	"	To 6 yds. Cor- Jones	60	
"	"	To 2 frige 25 ging 190	44	
"	30	" Coffee 25 - Aug 75 - 2 draws	1 20	
"	"	" amt. for Calmus 50	5 00	
"	"	By- amt. for Centus		1 00
Nov	5	" Hal 2 Loads		2 00
"	"	To goods - 150 To R. 225	3 75	
"	10	By- Bacon -		40
"	24	" Cash - J K S from -		6 40
"	"	To amt. for John Lewis	25 00	
"	"	To flour 66 To 13 ards 350	4 16	
"	"	To salt 35 - Hardware 800	5 35	
"	"	To Toys - & Cid	25	
"	"	To my - Jan. H. S. at Mill	5 95	
"	"	" " " " at Hagan	2 00	
"	"	amt. for Houndshee & Cattle - H	1 25	
"	28	" " J A Hunsy -	60	
"	"	By- Cash - Cal - from Hobbs		13 50
"	"	To amount J. Fair on H. S. Miller	13 71	
"	29	By- 5 Lips to R R -	750 91	400
			790 26	

3612

1891 J.W. Woodward - In. op. with Menden
Dr Lu

Dec	1st	To amt. w/-	75091	
"	"	By - "		790.26
"	"	To amt. fd - Cuntus	200	
"	"	To Aug 25c	25-	
"	"	To amount paid on mill at Russell - Ill.	25.76	
"	5	To from 40 ball 5-	45-	
"	6	" " 60 - machine 8 Feb 29	80	
"	10	" amt. fd by Woodward	1600	
"	"	" " Seal -	500	
"	"	" " set line	375-	
"	"	" " fd J. Harris	200	
"	13	" 2 r fd M. Dugan	25-	
"	13	By - Cash - 4 Bacon - put in store		5.45-
"	"	To amt. fd - 8 Bacon	800	
"	15	By - watch sold - A. T. Barker		6.00
"	16	To amt. fd - 1 Barker	500	
"	"	" " " " Worrie	100	
"	17	By - 3 Lips to R.R.		2.25-
Jan	1st 1892	To 1 Fr share - for Hight.	75-	
"	"	To 1 Har - 30 4 share 32.	62	
"	10	To amt. for Corn -	50	
"	"	" " 6 Mailmen -	300	
"	15	" " Wm. Harben -	250	
"	18	" 1 Can. machine 15 - Aug 40	55-	
"	28	" Licking	103	
Feb	4	" 1 Fr share	95-	
"	10	" amt. fd - Barber	250	
"	13	By - 2 trips to Ill		1.50
"	"	" 10 B. apples 50c		5.00
"	"	" 6 B. Pot 50c		3.00
"	"	" 2 200-		1.00
"	25	To 3 1/2 grs James.	145-	
"	30	By - 1 Lip to H -	829.02	1.00
				815.46

13 37

1892

J W Woodard - Ex-Officio with Mrs. W. C. Len

March 10	To amt up	829 02	
" 1	By - " "		815 46
" 15	To 8 yds - Gingham 2 yds fl	1 33	
" 28	To amt. fr. Hursly -	10	
" "	" " " " " " " " " " " "	3 00	
April 1	" " " " " " " " " " " "	1 50	
" 10	By - 4 Lips to R		4 00
" 20	To flour 75 - amt for Com	3 75	
" 27	" amt. fr. Seal 65 -	65	
May 1	To 37 Rice 25 - amt fr. H 20	45	
" 1	By - 1 years work -		200 00
" 4	" Cash - from - Travel		1 50
" 10	" 2 Lips to R		2 00
" 13	" 7 yds - Cotton	40	
" 25	" amt. fr. H	1 00	
" 30	" 1 fr. Chas. -	45	
June 10	To Coffee & flour	1 00	
" 13	" fr. - Kniser	2 00	
" 28	" " " "	1 00	
July 4	To Sugar - Soda & Grog	75	
" "	" fr. John - Burns	5 00	
" "	" " " " " " " " " " " "	2 50	
" 15	" Salt & flour	1 75	
" 25	By - 4 Lips to R		4 00
" "	To amt. fr. - 13 yds	63	
" "	" flour -	75	
" 30	" fr. S. Dean - 2 00 - Sugar	2 25	
Aug 3	By Cash - from Travel		1 00
" 10	To 1 Can - Peaches 15 - Sugar 50	65	
" 15	To Mellon - 20 Meats 50	70	
" 20	By - Lips 2 to R		2 00
" 25	To Cal - & Belgit	70	
" 30	" amt. fr. - R -	1 50	
" "	" " " " " " " " " " " "	30	1029 96
		863 13	

Ich werde die Europa nicht besuchen

Sept	1st	To amt wpr	863.13		
"	"	By " "			
"	"	Amt from Deal-		1029.96	
"	"	3 To C. H. & Engle - 45 apples 100	1.40	1.58	
"	10	By 1/2 B-d			.50
"	17	45 r Bacon 10c		4.50	
"	20	To 2 Jans 50c Glom 60 Sug 30	1.40		
"	25	By 1 Ldg - J - Jans,		1.50	
"	30	To 1 Bed - Dred	3.00		
Oct	10	To 2 fr thurs	1.75-		
"	15	" 1 SK Glom -	.75-		
"	"	By Hal - 1 Load - from Dr.		.75-	
"	"	" amt. fr. Collins	2	2.00	
"	"	" " " Autumn		1.75-	
"	16	" " " Harbor -		.75-	
"	17	To 5 gds - H 50c	3.50		
"	"	" 2 " Linen	.50		
"	"	To amt. fr. Collins & Engle -	4.00		
"	20	" 2 trips to H.		2.00	
"	21	To Beans	8.0		
"	"	By apples - Collins.		1.93	
"	"	To amt. fr. K. & H.	1.00		
Sept	22	To 1 shirt	.50		
"	"	By 1 Lip to H		1.00	
"	"	To amt. fr. H & H	.25-		
"	23	To amt " J H	1.20		
"	"	To Amuff By Cash - Groves	.5-	3.00	
"	"	To Caled 5 Fr - 5 soap 15-	.25-		
Nov	1	To amt. fr. Barber	.40		
"	3	" " for Com. 40. Coal 10	.50		
"	"	To " fr. Bottine 11.00 Comm 5	11.55-		
"	6	By 3 Lips to H &		3.00	
"	16	By 1 Pistol sold - E Wood.		5.55	
"	20	" 10 Ducks.		1.50	
"	25	To amt. fr. J. Harris	2.00	1061.27	
			897.23		

1892 J W Morris & Son

Nov 25	To amt. Chas - up -	897.23	
" "	By - " " " "		1061.27
" 21	To Candy 5 - & amt on @ 425 -	430	
Dec 1	By 2 Trips to H. S -		3.00
" 10	" Hal. Hal. Com -		1.00
" "	" Writing Deeds 2 -		1.00
" 18	To Christmas Tricks	1.75	
" 18	To Sug. & Murch.	.60	
" "	" goods - 200 Cash 50 -	25.00	
" 20	" 1/2 gam -	.65	
" "	By - Cash - from Drums		3.00
" 24	To 1 fr. share - for Ella	1.25	
" "	" Sug 25 - 1 By 1 Butte	.25	.50
" 27	" amt. fd - H. H. 2000	1.50	
Jan 18	1893 To amt. fd - J. Harris	1.25	
" "	To amt. fd - Bertha & W.	.75	
" 3	By 3 trips to H.		3.00
" 10	To H. H. -	.90	
" "	To 1 fr share 60 fd H. 200	2.60	
" 20	To 4 Cal - 30 amt. fd J. H. 100	1.30	
" 25	By - Cash - from H. -		2.50
Feb 1	To amt. for Platters & Co	2.75	
" "	To amt. fd - Hutton	15.00	
" 10	By - Cash - for Calms -		12.00
" 10	" " " " Drum		1.00
" 15	By - 2 trips to H. C		2.00
Mar 6	To amt. for goods	13.50	
" "	" " " " " "	9.50	
" "	" " " " " H. Sugar	.50	
" 16	By 2 trips to Hagan.		2.00
" 18	To Coffee & Cand 30 amt fd H. 15 -	.45	
" 20	" Cash - fd - Jac. By -	5.00	
" 21	By - Lumber		6.95
" "	Drum 1 Bills for Ella.		2.50
" 30	To amt. fd - J. A. Harvey	5.00	
		9.65	1101.52
		9.65	

4016

1893

Apr 1st

J. W. Woodman & Co. agents for

		To aut. wks	965.08		
		By aut. wks		1101 52	
Apr	2	To 2 B. Potatoes sold		1.00	
"	3	To amount for Steers	4.10		
"	10	By 2 Trips to H.		2.40	
"	"	" Bacon		1.00	
"	20	To Lye & Coffee	40		
"	21	" Rice & Sugar	28		
"	"	By aut. for 13		2.00	
"	25	To aut. for Flour	50		
"	"	To 187 Ham	225-		
"	"	By 2 or Side Bacon		2.00	
"	26	To Cotton Coffee 1 lb 1 Lard	76-		
"	"	" aut 4d - 20 W. 40 1 Flour 250	290		
"	"	To " " H	250		
"	28	To Cotton & Coffee	75-		
"	"	By aut. from Dixon		6.00	
"	"	" " " Miller		1.63	
"	"	" 1 Trip to D. P.		1.00	
"	30	To Cal. & Thor	30		
"	"	By Cash for 2	9	75-	
"	"	By Cash for Cattle		30.00	
"	"	To 13 lbs - Yams	150		
May	1st	To 10 lbs - Cal. 1st Coffee	1.00	200.00	
"	"	By 1 Trip to Hagan		1.00	
"	"	Cash for Hog 5.00 Cash 3.00		8.00	
"	"	" " " A. 10th Hog		5.00	
"	10	To 2 Bais Cotton 20 C 1st 10	36-		
"	"	To Dress Goods	8.00		
"	"	By Bullin 40 To Cal 32	32	45-	
"	12	" Trip to H 100 By P. 140		2.40	
"	13	" 2 Trips to H - 100		2.00	
"	16	To 200 20 7d. 1st 40	420		
"	17	To Peaches & Onions	36	1367 75	
"	18	To aut. for Saddle 70	5.40		
			1000.48		

1893 J W W. In (provisional) for 8 mths

May 23	To amt 13rd. up	1000 46	
" 24	By - 2 trips to H -		1367 75-
" "	" Cash for - Sugar -		200
" "	To 12 Coffee - 25 Pops - 100		100
" "	To Oil 25 1 By 1 Buller 40	50	
" 27	By - Cash from - Dr. Miller	25	40
" 28	To amt. J. M. Harris		100
" "	By - Cash - A. Miller	1.05-	
" 29	To Cash		14.00
" "	To 2 yds. Hamburg -	6.45-	
" "	By - Milk A. Miller	.70	
" 30	To Coffee & Sugar -		2.00
" "	By - Trip to H -	50	
" "	By - Cash for Wool -		100
June 16	To amt. for 13 yds	75-	17.53
" "	To amt. J. M. Harris	200	
" "	By - Cash.		80
" 11	" 4 1/2 r 1 Bus. Wre		1.10
" "	" Wool - Lamb's		5.13
" "	To Glove Hare & Tann		
" "	By - Cash - from - Miller	38	
" 13	To amt for Pipe		200
" "	To freight 196 - Sugar -	26.45-	
" "	To 2 doz Eggs 20 amt for Pear	8.62	
" "	To 24 r Coffee -	.70	
" "	To 5 r apples	5.52	
" 17	By - trip to H -	25-	
" "	To amt. J. M. Harris for Pipe		1.00
" 20	To 5 yds. H.B. - 28c	650	
" "	To 12 r 20 yds. 5- 1 By Due 13-	1.40	
" "	" goods	5-	50
" 22	" amt. J. M. Harris	60	
" "	By - trip to H	1.58	
" "	To 100 r flour		100
		180	1418.21
		1066.51	

4218

1893 J. H. Woodman In. Hewitt & Sons			
June 25	To amt up	106651	
" "	By " "		141821
" "	By Chase 60 J. H. H 150	150	60
" 29	To Oil 20 J. H. Harris 200	220	
July 15	By trip to H.		100
" "	Cash from L.		100
" "	By Berry 60 Cash 100	160	
" 4	To amt. J. H. Harris	100	
" 10	" " " "	300	
" 12	" " " J. Harris	85	
" "	By. Good		400
" 13	" 2 trips to H.		200
July 20	To 1 Glass 65 1 Comb 10	75	
" "	" amt. for Hay	1200	
" 5	By 5 yd Cal 35 amt J. H. Harris	135	
" 23	By 300 Beans 500	80	
" "	By 2 trips to H.		200
" 26	To amt. J. H. Harris 300	1484	
Aug 4	To 1 Boot. Paid in good	1500	
" 10	To amt. J. H. Harris	50	
" 14	To Oil 100 J. H. Harris	100	
" 15	To Eggs & Nails	95	
" 17	By 2 trips to H. 200 By Cash		300
Sept 5	To Hat 120 Ribbon 10	130	
" 10	" amt. J. H. Harris	162	
" "	By Cash from Stickly	1878	
" "	" " " L for Lumber	1800	
" "	" " " " " " " "	375	
" 13	To amt. J. H. Harris	100	
" 15	" " " " " " " "	185	
" "	" " " " " " " "	1200	
" "	" " " " " " " "	800	
" "	By 1 Boiler paid		400
" "	To amt. J. H. Harris	700	143581
		118805	

5-4
150
2500
54
81

43

19

1893 J W Woodman

Sept 18	To Amount Wp	1188.05	
" "	By " "		1435.81
" "	To amt. on Forest	20.00	
" 10	" amt. Wall Paper	16.00	
" "	" " J. J. Harris	18.00	
Nov 20	" " Barber	3.00	
Dec 1	By Cash from Samms		3.00
" 2	" 2 trips to Dept		2.00
" "	To goods	7.00	
" "	To amt. J. J. Harris	3.47	
" 10	By Cash from Chief		100.00
" "	" " Murray		300.00
" "	To amt. Paid for Cutting		
Jan 1894	Hauling logs - Plank to Barber Wilson Harris Seal		
	Mullen - Dixon & others	245.78	
	To goods Paid Chief on Sunday	177.00	
Apr 1	By Cash from Chief for		22.25
" 10	By Cash for Oak Lumber		103.47
" 20	To amt. J. J. Harris	42.00	21.57
" 26	By Cash from Chief		20.00
" 30	To amt. Paid to Miller	5.75	
May 1st	By - 1 years - Work		200.00
" 20	To amt. J. J. Grobill	10.00	
" "	To 2 ladders Hats	3.75	
June 10	By 54 sheep at 150c		81.00
	By Service from May 1st to Sept 1st		
	The 1st 5 mgs - at 16.50		83.33
	To amt. J. J. Green House	20.00	
	By - 800 feet W. Lumber at 25c		20.00
	To amount for wire	26.00	
	By Wool - sold to C. W. M.	1819.80	16.00
	" " " On 13th M.		12.00
			2420.43

20 page 243043
~~1835.84~~
 59463

J. H. Woodward
 In spe M & E. R. B. Dr. C.

To amt w/p	1819 80	
By amt. w/p		2420 43
By Hal-8000 gal Water		10.00
To goods for C.W.	6.00	
" " W Dixon for Log	26.00	45.40
To amt. fd. Wharf for S & E	42.00	
By Cash. P. M. & Ely		566.64
" " R. V. Dand		28.81
" amt. fd. in to Mill & Ely		193.25
To Cash. T. round on ship	761 02	719.13
To amt. fd. Ship - 1 Month	12.30	
	1982.29	1982.29
Less amount of Charges		1982.29
Total amount. yet due		\$8,36.84
		736.84

Summe To before - This
 Feb. 1895 -

1359.56

"

2719.13

1982.29

736.84

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU to summon

J. M. Woodward, M. E. Woodward,
G. M. Blankenship and F. A. Munsey

to appear at the Clerk's office of our Circuit Court of the county of Lee
at the court-house thereof, at the Rules to be holden for said court, on the 1st
Monday in June, 1896, to answer G. H. Ely

of a plea of Debt on a bond \$600.00

Damage \$600.00 Six hundred Dollars. And have then there this writ.

Witness, A. B. Munsey, Clerk of our said court, at the court-house,

the 9th day of June 1896, and in the 120th year of the Commonwealth.

A. B. Munsey Clerk

vs.

}

Summons in an Action of

p. q.

Rules,

Circuit Court.

The Commonwealth of Virginia,

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A. B. Munsey Clerk

vs.

Summons in an Action of

p. q.

Rules,

Circuit Court.

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Damage \$600.00 Six hundred Dollars. And have then there this writ.

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A. B. Munsey Clerk

G. H. Ely

Summons in an Action of

vs.

Debt

J. W. Woodward et al
M. G. Ely

p. q.

1st September Rules,

Circuit Court.

Executed in part
June 8th 1894 by
delivering an attested
off. C. C. Copy of the
within Summons to
G. W. Blankenship &
J. A. Munday not
further executed the
parties is not residing
in this State
W. P. Weston S. C.

List of accounts & notes due the firm
of E. Woodward & Co

1	account	against G. H. Ely & wife for	130.00
1	"	" Ely & Russell	26.00
	Cash	in M. H. Rocker's hands	121.40
1	account	against E. Woodward	2.46
1	"	" Sallie King	25
1	"	" J. Worley	29
1	"	" J. Harris	30
1	"	" G. W. Haliday	2.50
1	"	" J. W. McDonald	5
1	Note	" Trig Ewing	2.35
1	acct	" Wm. F. Ball	1.50
1	Note	" Isaac Pace	128
1	ape	" S. H. Woolf	28
1	"	" W. Speck	25
1	Note	" W. E. Thomas	3.14
1	account	" W. W. Smallwood	47
1	"	" C. Russell - for of E. H. R.	31.05
1	"	" J. D. F. Hale	15
1	"	" Geo. Amley	1.00
1	"	" C. & Geo. McDonald	5.00
1	Note on	- Isaac Inger	191
1	"	" J. Horned-Shell of	181
1	ape on	- Wm. Mallock	3.00
1	"	Geo. Mayes	55
1	"	on - Wm. Caywood	49

337.78

amount - over	337.78
1 ope on - Jas / Blankinship	48-
1 note on - A - Bennett	6.44
1 ope of Green	28-
1 " M. J. Devault.	1.47
1 note 1200 - on - David Wilson	7.02
also - 1 Shingle Machine worth 25.00	25.00
3 - pair Scales " 28.00	25.00
also - 1 Judgment on - Judgment against J. L. Balus	31.00
" 1 " " against John Horton	9.00
" 1 " " " John Roach	8.45
" 1 note against T. J. Altop	4.00

\$455.89
 322
 777.89

"

hint of sheet
 G. S. Woodward

Wm A. Orr Secy
Soc Sec for Mich 7. 1897
Chy

Barker v Ligg et al

Hurst v Olingue

Levy & Williams Admrs v Willis et al

Emad L. Daniels v C. E. Flannery Admr et al

W. C. Smyth for &c v A. B. Lewis et al

E. M. Remington v ^{F. B.} ~~B. F.~~ Levy Admr et al

Land.

G. H. Ely v M. E. Woodward et al

ely vs Blane
Memo.

Att. & Eng. Eng
2 vol p 466a -

2 W. p 136 10
9. 1887; 13 9 257;

15 9 157; 8 9 54;

3 9. 112; 9 9. 319;

76 9-88-

when surety bound
though principal
not bound Am. &
Eng Eng vol 24
p 773.

Do not
for M. G. '97

Co. C. Orr Dr

Virginia:

Circuit Court of Lee County, to wit:-

John W. Woodward ~~vs.~~ M. E. Woodward, Plt. Blainship and
F. A. Muncy.

ads.

G. A. Cely.

And the said defendants, by their attorneys come and
crave oyer of the said supposed writing obligatory in
the said declaration mentioned, and it is read to them
in the words and figures following, to wit:-

(Here insert the obligations of the bond.)

And the said defendants also craved oyer of the Conditions
of the said supposed writing obligatory, and it is read to them
in these words, (Here insert it) which being read and heard
the said depts say, that the said M. E. + John W. Woodward
have accounted for the goods, debts &c. belonging to the said
firm, ^{that came to their hands} and have paid off the debts heretofore incurred in
the name of the said firm, to the extent of the said assets,
in their hands, except such portion of the said goods
as was levied on by J. M. Weston deputy Sheriff and sold
under executions issued upon judgments obtained
against said firm, and that the said assets that came
to their hands, were insufficient to pay all the out-
standing indebtedness against said firm, not otherwise
paid, and that there has been no final settlement of
said partnership - wherefore the depts say that the plain-
tiff ought not to have and maintain his said action
against them. And this the said depts are ready to verify.

Statement of Case: - Plt. Action is prematurely brought
because case to settle the partnership and the matter took to
Joslyn, S. Lewis, for a Settlement, which settlement has not
been acted upon and confirmed by the Court - and
if it was, it shows on its face that there has not
yet been any final settlement of the partnership as is
provided for in the bond and on.

2nd. Defendant M. E. Woodward has applied all the assets
in her hands to the payment of partnership debts - except
such as was levied on by Geo. Weston D. S., by virtue
of J. J. vs the said firm.

3rd. M. E. Woodward appears to be principle in the bond from the
decre authorizing said bond. She never executed it, her name
having been signed by Geo. W. Woodward without having a writing
so to do - and, never acknowledged by her before the Clerk.

Mr. Woodward at
copy of Special
Plea - and
add a Statement
of the case.

J. H. Ely

Mich 12th 1897.

Wm A. J. W. S.

Know all Men by these Presents, That we Francis A. Muncey & George W. Blankenship & W. F. Gregory & E. W. R. Ewing are held and firmly bound unto the Commonwealth of Virginia, in the sum of One thousand dollars, to the payment whereof, well and truly to be made to the said Commonwealth of Virginia, we bind ourselves and each of us, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents. And we hereby waive the benefit of our homestead exemptions as to this obligation, and any claim, right, or privilege to discharge any liability arising under this bond in any currency, funds, counter claims or offsets other than legal-tender currency of the United States. Sealed with our seals, and dated this 21st day of January one thousand eight hundred and Ninety five.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas the above bound

Francis A. Muncey

on a bill in Chancery against J. M. Weston deputy Sheriff and others

addressed to the Judge of the Circuit Court of the County of Lee, has obtained from the said Judge an injunction to injoin and restrain the defendants J. M. Weston deputy Sheriff, Coogan McBlung & Co. & W. W. Woodruff & Co. from proceeding to sell the lands of M. E. Woodward in the bill mentioned until the further order of the said Court.

~~until the future order of the said court~~; and whereas it is provided, by the order of the said Judge awarding the said injunction, that the plaintiff shall not have the benefit thereof until he

, or some one for him, shall enter into a bond, with good security, in

the clerk's office of the said court, payable to the Commonwealth of Virginia, in the penalty of One thousand Dollars, and conditioned to pay all such costs as may

be awarded against the said plaintiff, and all such damages as shall be incurred in case the said injunction be dissolved. Now, therefore, if the said Francis A. Muncey

said plaintiff & shall pay all such costs as may be awarded against him, and all such damages as shall be incurred in case the said injunction be dissolved, then this obligation to be void, or else to remain in full force and virtue.

Executed in the presence of

F. A. Muncey [SEAL.]

George W. Blankenship [SEAL.]

W. F. Gregory [SEAL.]

E. W. R. Ewing [SEAL.]

In the Clerk's Office of the Circuit Court of the County of Lee.

This day personally appeared before me A. B. MUNSEY, Clerk of the Circuit Court of the County of Lee, G. W. Blankenship W. F. Gregory & E. W. R. Ewing

and made oath that Their estate &, after the payment of all Their just

debts, and those for which they are bound as security for others, and expect to have to pay

is worth the sum of One thousand dollars,

over and above all exemptions allowed by law.

Given under my hand this 21st day of January 1895.

A. B. Munsey Clerk.

Frances A. Muncy

to

}

INJUNCTION
BOND.

~~Commonwealth.~~

J. M. Weston, et. als

4.50
1.50
3.00
9.50

F.A.Munsey,

Plaintiff.

vs.

In chancery.

Cowan McClung & Co.

Defendant.

EXCEPTIONS TO REPORT.

The report of C.H Jones, comr. filed May 24th 1895 is excepted to;

For copy
see
84 v 601

First.--Because the Comr. disallows \$100.00, part of the two notes due the plaintiff and filed with his first deposition marked No.2 and No.3.respectively. This action of the Comr.is not only without evidence to support it, but is clearly against the evidence before the comr. (See first deposition of F.A.Munsey and the said notes therewith filed.)

Second.- Because the Commissioner fails to report any sum in favor of John W.Woodward on account of payments made by him on the purchase price of the land sold by F.A.Munsey. If the land is treated as the land of M.E.Woodward and is subject to the payment of her debts, then J.W.Woodward should be subrogated to the rights of the said F.A.Munsey, vendor, and have a lien upon the saidland in his favor to the extent that he has paid on the said purchase money to said Munsey. Said land should have been found by said commissioner to have been the land of J.W.Woodward under the evidence before him, and not the land of the said M.E. Woodward, and should have been so reported, and only subject to the balance of the purchase money due said Munsey, and not subject to the debts of M.E.Woodward.

For all of said reasons, and upon the grounds aforesaid, said report is excepted to.

Duncan & Hyatt

Orin Blankenship & Ewing

Attorneys for,

M.E.Woodward and

J.W.Woodward

Referred The Court tells the jury, if they believe from the evidence in this case that at the time the bond sued on was delivered to or ~~left~~ left with clerk of this court, (if they believe from the evidence in the case it was delivered to or left with the clerk of this court for filing as mentioned in instruction No. 1) and said bond had appended as obligors thereto all names which appeared on the face of the same, then you ~~if~~ should find for the plaintiff such sum as you believe he has paid upon the firm indebtedness of M.E. Woodward & Co., so that such sum does not exceed \$600/00, with interest on such recovery from June 8th., 1896.

The court tells the jury that if they believe from the evidence that either G.W.Blankinship, F.A.Munsey, or M.E.Woodward signed and executed the bond, and they further believes the conditions of the bond were not performed, by reason of which, G.H.Ely was compelled to pay any sum of money they shall find for said Ely against such ^{of said parties} as they believed did sign, and execute ^{v deliver} said bond, such sum as said Ely may have had to pay not exceeding the sum of \$6 00.00 with interest from the time when said sum ^{or sum} was ~~were~~ paid.

Refused

G. H. Ely

vol 2 Instructions

F. A. Murray et al

In the Clerk's Office of the Circuit Court of the County of
Lee on the *21st* day of *January* 189*5*.

against *Francis A Munsey* Plaintiff

J M Weston Deputy Sheriff & Others Defendant

The object of this suit is to *enjoin restrain and inhibit the said J M Weston Deputy Sheriff and Cowan McBlung & Co. and W M Woodruff & Co from further proceedings to sell the land in the bill, until the further order of the Court*

And an affidavit having been made and filed that the defendant *James D Cowan C J McBlung, Thomas McBlung, R M Rhea and Joseph E Thomas Merchants & partners in trade under the firm name of Cowan McBlung & Co W M Woodruff and W J Lefferts Merchants and partners* are not residents of the State of Virginia, it is ordered that *they* do appear here, within *fifteen* after due publication hereof, and do what may be necessary to protect *their* interest in this suit. And it is further ordered that a copy hereof be published once a week for four weeks in the *South West Virginian*, and that a copy be posted at the front door of the court-house of this *County* on the first day of the next term of the *County* Court.

A copy—Teste:

Orr Blankenship & Erwing p. q.

FB Munsey

Clerk.

in book under the name of W M Woodruff & Co

Francis A Muncy

vs. }

ORDER OF
PUBLICATION.J M Weston Deputy Sheriff
+ others

I A B Munsey Clerk
of the Circuit Court for the
County do certify that I
delivered a copy of the
within order of Publication
to the Editor of the Southern
Virginian for publication
and that I posted a copy
at the Court house door
as the law directs
Given under my hand
this the 19th day of Feb 1868

A B Munsey
Clerk

In the Clerk's Office of the Circuit Court of the County of
Lee

Francis A Munsey.

Plaintiff

against

J. M. Weston deputy Sheriff & others

Defendants

In Chancery

This day

James W Orr
A. B. Munsey

personally appeared

before me

Clerk of the said Court,

and being duly sworn, made oath that

James D. Gowan, C. J. McBlum, Nathan McBlum, R. M. Rhed, & Jacob & Thomas Merchants & partners in trade under the firm name of Gowan McBlum & Co. W. W. Woodruff & W. C. Williams merchants & partners in trade under the firm name and style of W. W. Woodruff & Co.

defendants in the said suit are not residents of the State of Virginia,

Given under my hand has Clerk of the said Court, this 21st day of January

1895

A B Munsey Clerk

Francis A Murrey

vs. } AFFIDAVIT FOR ORDER
OF
PUBLICATION.

J M Weston et al

Orr, B. T. Ewing p. q.

Filed January the
21st 1895 -
A B Murrey
Clerk

In the Clerk's Office of the Circuit Court of the County of
Lee on the day of January 1895.

Francis A Muncy Plaintiff
against In Chancery

J M Weston Deputy Sheriff & others Defendant

The object of this suit is to enjoin, restrain, and inhibit the said
J M Weston Deputy Sheriff and the said Cowan McLung & Co &
W R Woodruff & Co. from further proceeding to sell the land
in the bill mentioned, until the further order of the Court

And an affidavit having been made and filed that the defendant James D Cowan, C J McLung,
Matthew McLung, R. M. Rhea & Jacob G. Thompson merchants and partners in
the firm name of Cowan McLung & Co. W R Woodruff & Co. and R. M. Rhea & Jacob G. Thompson
& partners in trade under the firm name of R. M. Rhea & Jacob G. Thompson
not residents of the State of Virginia, it is ordered that they do appear here, within fifteen

after due publication hereof, and do what may be necessary to protect their interest in this suit. And
it is further ordered that a copy hereof be published once a week for four weeks in the South West
Virginian, and that a copy be posted at the front door of the court-house of this County
on the first day of the next term of the County Court.

A copy—Teste:

Or, B & Ewing p. q.

A B Muncy Clerk.

Francis A Munsey

U.S.

}

ORDER OF
PUBLICATION.

J M Weston et al
Orr & B & Ewing P. Jr

350
1.50

Jonesville, Lee County, Va.

January 24, 1895.

Mr. F. A. Muncy,

Dear Sir:-

You will please take notice that on the ____ day of February, 1895, we shall move Hon. Wm. T. Miller, Judge of the Circuit Court for Lee County, at Wise Court House in the County of Wise, Va., to dissolve a certain injunction awarded in a certain case of yourself against us, which order was certified to our Circuit Court Clerk on the ~~24~~ 9th day of Jan., 1895; when and where you can attend if you desire to resist the said motion.

Yours very truly,

Cowan, McClung and Co., and

W. W. Woodruff and Co.,

By Pennington Brothers,, their Counsel.

Jonesville, Lee County, Va.

January 24, 1895.

Mr. F. A. Muncy,

Dear Sir:-

You will please take notice that on the ____ day of February, 1895, we shall move Hon. Wm. T. Miller, Judge of the Circuit Court for Lee County, at Wise Court House in the County of Wise, Va., to dissolve a certain injunction awarded in a certain case of yourself against us, which order was certified to our Circuit Court Clerk on the ~~22~~ 9th day of Jan., 1895; when and where you can attend if you desire to resist the said motion.

Yours very truly,

Cowan, McClung and Co., and

W. W. Woodruff and Co.,

By Pennington Brothers,, their Counsel.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee---Greeting:

again
We Command you, That you summon *J. M. Woodward, H. C. Joslyn*
Trustee M. S. Ball, H. C. Edds and F. A. Munsey

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held
for the said Court on the *1st* Monday in *October*, 189*6*, to answer a
bill in Chancery exhibited against *them* in our said court by
G. H. Ely and E. M. Russell

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-
house, the *22nd* day of *September* 189*6*, and in the
12 *1st* year of the Commonwealth.

A. B. Munsey Clerk.

Bond having been given the defendant H. C. Jolly
trustee is empowered and restrained from selling the
one fourth interest in the saw mill &c described
in the bill until the future order of Court.
Sept. 22nd 1896
A. B. Mursey Clerk

H. H. Ely et al
SUPREMA.
vs. }
J. W. Woodward et al
IN CHANCERY.
M. H. Ely p. q.

To/et Oct Rules.

CIRCUIT COURT.

Executed by
delivering an
office copy of the
within Supers. to Mr.
S. Ball this Sept 22nd
1896. J. M. Weston S. S.
for W. R. Weston
S. S. C.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee---Greeting:

We Command you, That you summon *J. W. Woodward, H. C. Joslyn*
trustee M. S. Ball, H. C. Eddo & L. A. Munsey

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held
for the said Court on the *1st* Monday in *Sept*, 189*6*, to answer a
bill in Chancery, exhibited against *them* in our said court by
G. H. Ely & C. M. Russell

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-
house, the *9th* day of *June* 189*6*, and in the
12 *0th* year of the Commonwealth.

A Copy Leste

A. B. Munsey Clerk

A. B. Munsey Clerk.

Bond having been given the defendant H. C. Joslyn
Trustee is enjoined and restrained from selling the
one fourth interest in the Saw mill &c described
in the bill. until the future order of the Court

A copy Teste

A. B. Munsey Clerk

A. B. Munsey Clerk

SUBPOENA.
vs. { IN CHANCERY.

p. q.

Rules.

To

CIRCUIT COURT.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee---Greeting:

We Command you, That you summon *J. W. Woodward, H. C. Joslyn*
Trustee, M. S. Ball, H. C. Edds and F. A. Munsey

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held
for the said Court on the *1st* Monday in *Sept*, 189*6*, to answer a
bill in Chancery, exhibited against *them* in our said court by
G. H. Ely and E. M. Russell

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-
house, the *9th* day of *June*, 189*6*, and in the
12 0th year of the Commonwealth.

A Copy Teste
A. B. Munsey Clerk

A. B. Munsey Clerk.

Bond having been given the defendant H. L. Joslyn
Trustee is enjoined and restrained from selling the
one fourth interest in the Saw mill &c described
in the bill until the future order of the Court
June the 9th 1896

A Copy Teste

A. B. Munsey Clerk

A. B. Munsey Clerk

SUPREMA.
vs. { IN CHANCERY.

p. q.

To Rules.

CIRCUIT COURT.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee---Greeting:

We Command you, That you summon *J. H. Woodward, H. C. Joslyn*
Justee M. S. Ball, H. E. Edds, and F. A. Munsey

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held
for the said Court on the *1st* Monday in *Sept*, 189*6*, to answer a
bill in Chancery, exhibited against *them* in our said court by
G. H. Ely and E. M. Russell

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-
house, the *9th* day of *June* 189*6*, and in the
120th year of the Commonwealth.

A. B. Munsey Clerk.

G H Ely et al
 SUPREMA.
 vs. { IN CHANCERY.
 H C Joslyn et al
 M G Ely p. q.

To 1st Sept. Rules.

CIRCUIT COURT.

Executed in part
 June 10th 1896 by
 delivering an attested
 office copy of the
 within sumas to.
 H. C. Joslyn &
 J. A. Munsey
 W. P. Weston S. L. C.
 further executed Aug 15th
 1896 by delivering an
 office copy of the within
 sumas to H. C. Eddy, J. M.
 Weston S. L. C. for W. P. Weston
 S. L. C.

Bonds having been given the defendant H C
 Joslyn is informed and restrained from
 selling the one fourth interest in the saw mill &
 decedent in the bill, until the future order of
 the Court June the 9th 1896
 W P Munsey Clerk

CERTIFICATE OF ORDER OF PUBLICATION.

We, A. M. Goins and W. H. Eads,
editors of the SOUTHWEST VIRGINIAN,
a weekly newspaper published at
Jonesville, Lee county, Virginia, do
hereby certify that the annexed no-
tice was published in said paper
once a week for four successive
weeks, commencing on the 24th

day of Jan, 1895.

A. M. Goins
W. H. Eads } Editors.

In the clerk's office of the circuit court
of the county of Lee on the 25th day of
January 1895.

Francis A. Muncy, Plaintiff,

vs.

J. M. Weston, Deputy Sheriff and others
Defendants.

In Chancery.

The object of this suit is to enjoin, re-
strain, and inhibit the said J. M. Weston,
Deputy Sheriff, and said Cowan, McClung
& Co., and W. W. Woodruff & Co., from
further proceeding to sell the land in the
bill mentioned, until the farther order of
the court. And an affidavit having been
made and filed that the defendants James
D. Cowan, C. J. McClung, Mathew Mc-
Clung, R. M. Rhea and Jacob L. Thomas,
merchants, and partners in trade under
the firm name of Cowan McClung & Co.,
W. W. Woodruff and W. T. Gibbons, mer-
chants and partners in trade under the
firm name and style of W. W. Woodruff &
Co., are not residents of the State of Vir-
ginia, it is ordered that they do appear
here, within fifteen days after due publica-
tion hereof, and do what may be necessary
to protect their interest in this suit. And
it is further ordered that a copy hereof be
published once a week for four weeks in
the Southwest Virginian, and that a copy
be posted at the front door of the court-
house of this county on the first day of the
next term of the county court.

A copy--Teste:

A. B. MUNSEY, Clerk.

Orr, Blankenship & Ewing, p. q.

Frances A. Munsey
Against } In Ch'y.

J. M. Weston, et al.

Order of Publication.

once a week for four successive
weeks, commencing on the

day of 189

Editors }

Plattsboro

62.8

Tap 1.50

Shiff 1.00

Atty 15.00

Comm 20.00

Wito 7.50

Const 2.00

C&C 75-

Estimated 500,

\$58.98

Sis. H. Ely

vs } Bill

M. E. Haddock

Pleffs Costs

C 8.32

Lay 1.50

Shff 2.00

ally 15.00

Comr 22.50

Printer 7.00

LP 75-

Cv C 25-

Estimated 500)

~~62.32~~

Bill in Chanc

Cowan M. Chang & Co

Amplis of Funds

81 Vth 132

30 Oct 1850-1

12 June 1852